



X^L Insurance

Angel Risk Management

**Policy
Summary
Contractors Design and
Professional Services
Professional Liability
Insurance**

Form D&C 11/23



Contractors Design and Professional Services Policy Summary

The following summary does not contain the full terms and conditions of the insurance which can be found in the Insurance Certificate. This summary does not form part of your contract of insurance. You need to keep us informed about any changes in your circumstances, so that, in the event of a claim, you still have adequate and valid insurance cover.

Who is the Insurer?

This insurance is underwritten by AXA XL Insurance Company UK Limited under a facility administered by Angel Risk Management. AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

About this Insurance

This is a Contractors Design and Professional Services Professional Liability policy.

When and How Do You Pay for Your Insurance?

For full details of when and how to pay, you should contact your broker.

Law and Jurisdiction

The parties are free to choose the law applicable to the policy. Unless specifically agreed to the contrary the policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Unless otherwise agreed the language of the policy shall be English.

Where Are You Covered?

This insurance offers cover for work undertaken worldwide (excluding USA and Canada) where legal or regulatory proceedings are brought in the United Kingdom.

Policy Duration – When Does Your Cover Start and End?

This insurance cover is valid within the time, dates and covered jurisdictions stated on the Policy Schedule.

What Are Your Obligations?

- You must tell us as soon as practicably possible if you become aware about any changes in the information you have provided to us which happens before or during any period of insurance.
- When we are notified of a change we will tell you if this affects your policy. For example we may amend the terms of your policy or require you to pay an additional premium. In certain circumstances we may cancel your policy in accordance with the “Cancellation and Cooling Off Period” condition of the policy document. If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.



Significant Features and Benefits

- We shall reimburse you in respect of any settlement, damages, interest and claimant's costs arising from any claim first made against you and notified during the period of insurance and which arises out of the conduct of your business by reason of:
 - (a) a wrongful act committed by you or by any employee or any consultants, sub-contractors, specialist designers or others directly appointed by and acting for or on your behalf (provided that at all times the rights of recourse against such consultants, sub-contractors and specialist designers are not waived or otherwise impaired);
 - (b) any unintentional breach of confidentiality committed by you or by any employee, or by any other person, firm or company directly appointed by and acting for or on your behalf.
- We shall reimburse you in respect of any costs and expenses (excluding any element of your own profit) necessarily incurred, prior to hand-over of any contract works, with our prior written and continuing consent in respect of any action taken solely to mitigate a loss or potential loss that would otherwise become the subject of a claim or circumstance. such action taken to mitigate must be notified during the period of insurance.
- We will reimburse you for defence costs and expenses incurred during the period of insurance with our prior written consent in the defence of any proceedings brought under the Construction (Design and Management) Regulations made under the Health and Safety at Work Act 1974, but only where we believe that defending such proceedings would be of benefit against any subsequent or concurrent civil action that is likely to be the subject of a claim under this policy.
- We will reimburse you for defence costs and expenses incurred during the period of insurance with our prior written consent in the defence of any criminal proceedings against you or any of your employees which arises from the alleged breach of any statutory regulation in any legal jurisdiction stated in the schedule where such alleged breach arises out of the conduct of your business.
- We shall reimburse you for defence costs and expenses resulting from any prosecution first brought against you and/or any employee and notified during the period of insurance which arises out of the conduct of your business in respect of any offences or alleged offences under sections 21(1), 21(2), 22(6) or 47(1) of the Data Protection Act 1998.
- We shall cover you for legal liability in respect of any claim for compensation as a result of injury and/or damage under Section 168 of the Data Protection Act 2018.

Please see the policy wording for the full terms and conditions that apply to this cover.



Significant or Unusual Exclusions or Limitations

- Asbestos
- Communicable Disease
- Cyber
- Copyright
- Death or Bodily Injury
- Defective Workmanship
- Design Activities
- Directors and Officers
- Documents or Data
- Employers Liability
- Estimates
- Fines and Penalties
- Fraud and Dishonesty
- Radioactive Contamination and Chemical, Biological, Bio-Chemical and Electromagnetic Weapons
- War
- Pollution
- Property Damage
- Terrorism

Please see the policy wording for the full list of exclusions and the full terms and conditions.

How Do You Cancel?

(a) Cooling-Off

If you decide that you do not wish to proceed then you can cancel the policy by notifying your broker or insurance advisor within 14 days of either the date you receive your insurance documentation or the start of the policy period whichever is the later. Provided you have not made a claim we will refund the premium and no fee will be charged if the policy is cancelled in the Cooling Off Period.

(b) Cancellation by Insured

You may cancel the policy at any time by notifying your broker or insurance advisor. Any return premium due to you will depend on how long the policy has been in force and whether you have made a claim.

(c) Cancellation by Insurer

We may cancel the policy, provided there is a valid reason for do so, including for example any failure by you to pay the premium by writing to you. Any return premium due to you will depend on how long the policy has been in force and whether you have made a claim.

How do You Make a Claim?

Claims or circumstances that could give rise to a claim should be notified as follows:

Angel Risk Management Limited
Marlborough House
Victoria Road South
Chelmsford
Essex
CM1 1LN
United Kingdom

Telephone Number: +44 (0)1245 343630
Email: claims@angelriskmanagement.com

You will need to quote your Policy number when notifying us.



How Do You Make A Complaint?

We are dedicated to providing a high quality service and we want to ensure that we maintain this at all times.

If you wish to make a complaint you can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE, UK Branch
20 Gracechurch Street
London
EC3V 0BG
United Kingdom

Telephone Number: +44 (0)20 7743 8487
Email: axaxlukcomplaints@axaxl.com

XL Catlin Services SE acts on our behalf in the administration of complaints.

If you remain dissatisfied after the complaints department has considered your complaint, or you have not received a final decision within eight (8) weeks, you can refer your complaint to the Financial Ombudsman Service at:

Exchange Tower
London
E14 9SR
United Kingdom

Email: complaint.info@financial-ombudsman.org.uk

Telephone Number: **From within the United Kingdom**

0800 0234 567	calls to this number are free on mobiles and landlines
0300 1239 123	calls to this number costs no more than calls to 01 and 02 numbers

From outside the United Kingdom

Telephone Number: +44 (0)20 7964 0500
Fax Number: +44 (0)20 7964 1001
Text Number: 07860 027 586 Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: <https://financial-ombudsman.org.uk>

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (PO Box 300, Mitcheldean, GL17 1DY) and on their website: <https://fscs.org.uk>



Fair Processing Notice

(a) AXA XL Insurance Company UK Limited

This Privacy Notice describes how AXA XL Insurance Company UK Limited (together, “we”, “us” or the “Insurer”) collect and use the personal information of insureds, claimants and other parties (“you”) when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the United Kingdom and/or the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: dataprivacy@axaxl.com.

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the relevant Data Protection Authority.

For more information about how we process your personal information, please see our full privacy notice at: <https://axaxl.com/privacy-and-cookies>.

Brokers, Intermediaries, Partners, Employers and Other Third Parties

If you provide us with information about someone else, we will process their personal information in line with the above. Please ensure you provide them with this notice and encourage them to read it as it describes how we collect, use, share and secure personal information when we provide our services as an insurance and reinsurance business.

(b) Angel Risk Management Limited

For information about how Angel Risk Management Limited processes **your** personal information, please see **our** full privacy notice at: <https://www.angelriskmanagement.com/privacypolicy>



axaxl.com

AXA XL Insurance Company UK Limited
20 Gracechurch Street, London, EC3V 0BG, United Kingdom

Telephone: +44 (0)20 7626 0486 Fax: +44 (0)20 7623 9101 **axaxl.com**

AXA XL Insurance Company UK Limited | Registered office: 20 Gracechurch Street, London, EC3V 0BG Registered in England No 1815126
AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.