



MANCHESTER
UNDERWRITING MANAGEMENT

ARCHITECTS AND ENGINEERS PROFESSIONAL INDEMNITY CERTIFICATE

Policy Number: PI14Q140914
Wording: MUM Arch Eng 01 14 AOC
Insured: Mark English Architecture
Business: Architecture and Structural Design
Period of Insurance: 31/03/2014 - 30/03/2015
Limit of Liability: GBP 500,000 Any one claim defence costs in addition
Excess: GBP 1,000 Each and every claim does not apply to defence costs and expenses
Additional Conditions: Retroactive Date: 01/03/2011
Geographical Limit: Worldwide excluding USA / Canada
Jurisdiction: Worldwide excluding USA / Canada

PI012 Different Excess , Excess 2,500, in respect of structural engineering.
Pi126 Monthly Policy Endorsement.

In accordance with the authorisation granted under Contract Number MUM 2013 to the undersigned and in consideration of the payment of the premium specified herein, the said Insurers are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

In Witness whereof this Certificate has been signed by

MANCHESTER UNDERWRITING MANAGEMENT LIMITED.

<u>Schedule of Insurers</u>	<u>Percentage</u>
Lloyd's Syndicate 2001	100.000%

This Policy has been signed.



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We have agreed to provide this insurance to **You** on the basis that the information provided in the **Proposal** was accurate and complete as at the date of commencement of the **Period of Insurance**. The **Proposal** shall be the basis of and incorporated into this contract of insurance.

In this Certificate:

- words and expressions appearing in bold type shall bear the meanings given against the word or expression in the section of this Certificate headed 'Definitions' .
- headings are for ease of reference only and shall not be taken into account in construing this Certificate.

INSURING CLAUSES

In return for **Your** payment of the premium, **We** shall indemnify **You** as follows:

- 1 Civil liability**
for any amount up to the **Limit of Liability** in respect of **Loss** arising from a claim for any civil liability first made against **You** during the **Period of Insurance** and arising from the ordinary conduct of **Your Professional Business**.
- 2 Ombudsman awards**
for any final and binding compensatory awards (including an award of costs) made against **You** up to the limit of £250,000 in the aggregate by any ombudsman under any recognised scheme applicable to **Your Professional Business** and which arise out of claims first made against you during the **Period of Insurance**.
- 3 Representation costs**
for any amount up to the **Limit of Liability** in respect of any legal costs incurred with **Our** prior consent to enable **You** to be represented at any inquiry or other type of proceeding when the outcome of that inquiry or proceeding may, in **Our** sole opinion, be relevant to a claim in respect of which **You** may be entitled to an indemnity under this Certificate.
- 4 Defence costs and expenses**
in addition to the **Limit of Liability**, **We** shall pay all **Defence costs and expenses**. However, in the event that:
 - 4.1 the amount of any **Loss** paid or payable exceeds the **Limit of Liability**, **Our** liability to pay **Defence costs and expenses** shall not exceed the proportion that the **Limit of Liability** bears to the amount of **Loss** paid or payable;
 - 4.2 **We** decide to make a payment to **You** pursuant to Claims Condition 5 below then **We** will have no further obligation to pay any **Defence costs and expenses** on **Your** behalf after the date upon which the payment is made.

Copyright infringement costs

for any amount up to £25,000 in the aggregate during the **Period of Insurance** for any legal costs incurred with **Our** prior written consent to enable **You** to pursue any claim for infringement of **Your** copyright first discovered and notified to **Us** during the **Period of Insurance**. **Our** consent will only be provided, for the purpose of this insuring clause, following receipt of an opinion from a barrister or solicitor specialising in copyright law and which confirms that **You** have a better than 50% prospect of success.

6 Attendance expenses

in the event that **We** require **You** or any **Employee** to attend any court or other judicial tribunal we shall pay **You** compensation at the following rates:

£500 per day for any current partner, member or director of **Your** firm
£250 per day for any other current **Employee**.

7 Defence of criminal proceedings

for any amount up to £250,000 in the aggregate during the **Period of Insurance** for legal costs and expenses incurred with **Our** prior consent in the defence of any criminal proceedings first brought against **You** during the **Period of Insurance** under any prevailing listed building, building regulation or health and safety legislation or regulation provided always that:

- 7.1 the alleged act, error or omission giving rise to the proceedings was committed by **You** in the ordinary conduct of **Your Professional Business**; and
- 7.2 **We** shall be entitled, but are not obliged, to appoint solicitors and counsel to act on **Your** behalf; and
- 7.3 **We** shall have no liability to pay any legal costs and expenses in relation to any alleged offence after
 - 7.3.1 **You** plead guilty or a finding of guilt is made against **You**; or
 - 7.3.2 Counsel representing **You** has advised that **You** have no reasonable prospects of successfully defending the proceedings except for legal costs and expenses incurred solely for the purpose of making a plea in mitigation before sentencing or legal costs and expenses incurred in making an appeal if Counsel shall advise that the prospects of a successful appeal following a finding of guilt are reasonable.

For the avoidance of doubt **We** shall have no liability to indemnify **You** against any fine or penalty imposed upon **You** or any award of legal costs that is made against **You** as a result of such proceedings.

Provided always that, in the event that a single claim or a series of claims arising out or in connection with of one originating cause or source should result in **Your** seeking an indemnity from **Us** under more than one of the insuring clauses in this Certificate then in the event that **We** have already paid the full amount of the **Limit of Liability We** shall not be obliged to provide **You** with any further indemnity in respect of such claim or series of claims.