



Professional combined Design & Construct

April 2021

Why choose AXA's Design & Construct Professional combined insurance?

AXA's Design & Construct Professional combined insurance is available to UK-domiciled construction businesses.

It is suitable for construction businesses who provide or who are responsible for professional services such as design, specification or technical supervision.

We offer cover for

- Architectural work
- Project management
- Planning supervision
- Electrical engineering
- Heating and ventilation engineering
- and many other construction-related professional services

Any one claim limits

Our policy provides cover up to the selected limit of indemnity for any one claim.

There is no limit to the number of claims that can be made in any one period of insurance.

Wide professional indemnity cover as standard

We provide Civil liability cover with extensions for:

- Asbestos
- Pollution
- Mitigation costs
- Collateral warranties

- Court attendance costs
- Loss of documents
- Criminal prosecution defence costs
- Misconduct investigation costs

Access to free collateral warranty review service

Provided by market leading law firm, Reynolds Porter Chamberlain LLP, reviews of collateral warranties will be carried out by one of RPC's team of construction specialists and will result in a written report highlighting any issues which you may wish to re-negotiate to ensure that the provisions of the warranty do not jeopardise the terms of your Professional indemnity cover with AXA.

The report adopts a jargon-free and user-friendly 'traffic light' format for ease of use. Whilst RPC assume no duties towards the policyholder in providing this service, they will nevertheless liaise with the policyholder in completing each review.

About this document

This document is a summary of the insurance cover provided by the Professional indemnity insurance. Therefore it does not contain the full terms and conditions of your insurance. You can find these in the policy document. This summary is for information purposes only and does not form part of your insurance contract. A copy of the full policy wording is available on request.

Features and benefits – Standard cover

Professional indemnity

Legal costs, awards and settlements for any claim that relates to a civil liability arising from the conduct of your professional business

Covers claims brought against anyone who is or was a director, partner, member, principal or employee of the firm for work undertaken for your professional business

Cover for liabilities imposed by an adjudicator appointed to resolve a dispute under the terms of the Housing Grants Construction and Regeneration Act 1996

Cover for defence costs where an allegation of misconduct is made against you

Asbestos cover: Asbestos extension for certain losses

Bodily injury: Cover for when someone other than you or your employees suffers injury, illness or death. This does not replace or include Public liability insurance

Breach of confidentiality: Cover for civil liability arising in the conduct of your professional business and that was caused by an unintentional breach of confidentiality

Court attendance costs: Compensation paid to you where court attendance is required of any director, partner, principal or employee in relation to a Professional indemnity claim that is covered by this insurance

Criminal defence costs: Cover for defence costs where you are prosecuted in relation to a matter which could give rise to a claim on this policy

Defamation: Cover for civil liability arising in the conduct of your professional business and that was caused by unintentional defamation

Dishonesty of employees: Cover for your liability arising from losses sustained by your customers and that were caused by a dishonest or fraudulent act or omission by your employees

Formal investigation costs: Defence costs where you are investigated by your professional or regulatory body

Infringement of copyright: Cover for liability that was caused by your infringement of copyright or registered trademark committed in good faith

Loss of documents: The costs of replacing or restoring documents or information that have been lost or damaged in the conduct of your professional business

Mitigation costs: Cover for you where you take steps to minimise or prevent a claim against you

Pollution: Includes cover for claims relating to pollution

Features and benefits – Optional covers

Public liability

Cover offered

Legal liability (including claim costs) for accidental injury, damage to material property and nuisance or wrongful arrest for the business activities of permanent employees

For work within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Cover extends to temporary visits elsewhere, by persons ordinarily resident in Great Britain where no manual work is involved

Compensation for court attendance

Contingent motor liability

Indemnity to principals

Data protection cover

Defective Premises Act cover

Legal costs and expenses in connection with manslaughter, corporate manslaughter, corporate homicide or culpable homicide defence

Personal liability whilst anywhere in the world temporarily in connection with the business

Legal costs in respect of an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation

Temporary employees cover

Sudden, identifiable and unexpected pollution and contamination

Available cover

Flexibility to select between a £1million and £5million limit of cover

✓

£250 per day for each day that your attendance is required

✓

✓

£1million in any one period of insurance

✓

£1million in any one period of insurance

The limit of cover will be the same as the standard cover

£1million in any one period of insurance

✓

✓

Features and benefits – Optional covers *continued*

Employers' liability

Cover offered	Available cover
Limit of Indemnity A – all incidents except any arising from terrorism	£10million
Limit of Indemnity B – all incidents arising from terrorism	£5million
For work within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Cover extends to temporary visits elsewhere, by persons ordinarily resident in Great Britain where no manual work is involved	✓
Compensation for court attendance	£250 per day for each day that your attendance is required
Legal costs and expenses in connection with manslaughter, corporate manslaughter, corporate homicide or culpable homicide defence	£1million any one period of insurance
Indemnity to principals	✓
Legal costs arising in respect of an alleged breach of statutory duty under Health and Safety legislation	£1million any one period of insurance
Temporary employees cover	✓
Injury to working partners	✓
Compensation for unsatisfied court judgements	✓

Directors' and officers' liability

Legal costs, awards and settlements for any claim or regulatory action brought against any past, present or future director, officer or employee.

Legal costs of representing any director, officer or employee at an official investigation.

£100,000 additional limit for non-indemnifiable loss for each insured person.

Costs of up to £25,000 for **rradar** legal to investigate any new circumstance.

Costs of up to £100,000 for deprivation of assets.

Contents – all risks

Cover offered	Available cover
All risks subject to certain exclusions	✓
Applies to office and business equipment including portable electronic equipment belonging to, borrowed or leased by you, your partner, principals, directors or employees and used in connection with the business	Maximum sum insured £25,000
Automatic reinstatement of sum insured	✓
Financial interest cover	✓

Significant or unusual exclusions, conditions and limitations – Professional indemnity section

Professional indemnity cover operates on a claims-made basis. This means that we will only provide cover for claims, or circumstances that may lead to a claim, made against you and notified to us during the period of insurance.

We will not cover any claim, or circumstances that may lead to a claim, that arise from an act, error or omission that occurred before the retroactive date shown on the policy schedule.

As this document is a summary of the insurance provided, the following is not a list of every exclusion, condition or limitation that applies. You can find details of all the exclusions, conditions and limitations in the policy document.

Exclusion, condition or limitation

All professional services must be performed only by qualified or experienced staff

Bodily injury of employees exclusion

Computer virus exclusion

Contractual liability exclusion, but not for collateral warranties in certain circumstances

Defective workmanship or materials exclusion

Excludes any claim from a decision by you to tender for a contract at less than economic terms

Excludes any claims arising from goods or products you have manufactured, constructed, altered, repaired, treated, sold, supplied or distributed

Excludes any employment related claim

Excludes any fines, penalties or punitive damages identified separately by the court

Excludes claims arising from any fitness for purpose obligation

Excludes claims brought from or in the United States of America or Canada

Excludes claims from parties who have a financial or controlling interest in you or who are covered by this policy

Excludes management of financial transactions via the internet, or obscene, blasphemous or pornographic material on the internet

Excludes the excess shown on the policy schedule for each and every claim

Insolvency exclusion

Property damage exclusion (unless it arises from a breach of professional duty)

Terrorist act exclusion

Valuations exclusion

You must duplicate/back up any electronic data or information on at least a daily basis

You must tell us about any notice or intention of adjudication within two working days of you becoming aware of it

Significant or unusual exclusions, conditions and limitations – Additional covers

Exclusion, condition or limit	Applicable section(s)
Fines and penalties exclusion	Public liability, Employers' liability and Professional indemnity
Offshore exclusion	Public liability and Employers' liability
Liability excluded where compulsory motor insurance is required	Public liability and Employers' liability
Foreign manual work exclusion	Public liability and Employers' liability
Asbestos liability exclusion	Public liability
Liability assumed by agreement or contract condition exclusion	Public liability
Aircraft and watercraft exclusion	Public liability
Airside exclusion	Public liability
Damage to goods supplied or used and completed works exclusion	Public liability
Design, advice and treatment exclusion	Public liability
Electronic data exclusion	Public liability
Injury to employees exclusion	Public liability
Exclusion of pollution and contamination unless caused by a sudden and unforeseen incident at a specific time and location	Public liability
Damage to property owned or in your custody or control exclusion	Public liability
Costs of recalling, modifying, disposing of or making refunds for goods or materials supplied or used exclusion	Public liability
Date recognition exclusion (damage caused by the failure of equipment to correctly recognise the correct date)	Business equipment
Loss or damage due to terrorism	Business equipment
Mechanical or electrical breakdown exclusion	Business equipment
Electronic equipment exclusion	Business equipment
Sonic bangs exclusion	Business equipment
Theft or attempted theft from an unattended vehicle exclusion	Business equipment
Loss due to unexplained disappearance or inventory shortage exclusion	Business equipment
Wear and tear exclusion	Business equipment

Policy duration

This is an annually renewable policy.

Applicable law

You and we can choose the law which applies to this policy. We propose that the Law of England and Wales apply. Unless we and you agree otherwise, the Law of England and Wales will apply to this policy.

Making a complaint

If you have a complaint about your policy you should contact the agent or AXA office where it was bought.

If your complaint relates to a claim on your policy please contact the department dealing with your claim.

If we have given you our final response and you are still not satisfied you may be eligible to refer your case to the Financial Ombudsman Service (FOS). If applicable, you will receive details of how to do this at the appropriate stage of the complaints process.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim.

Further information about the compensation arrangements is available from the FSCS (www.fscs.org.uk).

This document is available in other formats.

If you would like a Braille, large print or audio version, please contact your insurance adviser.

www.axa.co.uk

