

The DUAL Evolution Certificate Summary – Architects

This document provides a summary of the significant features, benefits, limitations and exclusions of the cover provided by DUAL Corporate Risks Evolution Architects Certificate of Insurance. We still recommend that you take the time to study your Certificate wording in full.

This summary is not part of the Certificate wording.

The DUAL Evolution Architects certificate is underwritten by DUAL Corporate Risks Limited on behalf of Arch Insurance Company (Europe) Limited and is an annual contract that may be renewed at expiry of a period of insurance subject to our terms and conditions and your needs, as discussed with your Brokers.

This type of certificate covers Professional Indemnity and is suitable for UK and Internationally based companies. It is neither industry nor trade specific.

Significant Features & Benefits and Significant Exclusions or Limitations:

The following table shows the main certificate features and benefits and any significant exclusions and limitations. The limits of indemnity and any contribution that are to apply will need to be discussed with your Broker.

The DUAL Evolution Specialist Certificate is underwritten on a 'Claims Made' basis.

STANDARD COVER (Numbers in parenthesis relate to the item as enumerated in the certificate wording)

Cover
Civil Liability arising from breach of professional duty.
Unintentional Breach of confidentiality
Infringement of intellectual property rights
Automatic Extensions
Sub Consultants' liability
Loss of Documents to a limit of GBP 100,000
Joint Venture liability
Libel and Slander cover
Compensation for Attendance
Adjudication referrals
Defence costs involved in Criminal Proceedings
Construction (Design and Management) Regulations 2007
Take over/ mergers or acquisitions between companies during the Certificate
Optional Extensions (Only if set out in the Schedule)
Cover for a Partner's previous work
Cover for work undertaken under either US or Canadian jurisdiction

Asbestos cover up to a sub limit of GBP 250,000
Toxic Mould up to a limit of GBP 250,000
Cover for claims involving pollution
Other significant benefits of cover provided
Unlimited assignments on Collateral Warranties
Innocent Non Disclosure clause (9.18)
Significant exclusions to the cover provided
The Excess applicable to each claim
Claims made or which should have been made prior to this policy.
Fines and penalties
Liability to Employees
Assumed duty or obligation
Land, Buildings, Transport
Guarantees /fitness for purpose
War / Terrorism
Nuclear
Trading Debts
Fraud and Dishonesty/ Reckless Disregard
Associated Companies
Insurance and Finance Matters
Date Recognition / Computer Viruses
Director's, Officer's and Partnership Duties
Other Insurances
Retroactive Date

Why you need Professional Indemnity cover?

Professional indemnity is required by many of your clients and due to its claims made nature it requires renewal for several years after the contract has finished (subject to the contract signed with your client). This gives security to both yourselves and your clients.

Professional indemnity also provides you cover for the legal and defence costs involved with a claim against you. These can be extremely high; on average these will be between 20 and 40% of the amount sought against you.

Professional indemnity insurance essentially provides cover for claims for which you are liable under a civil court which result from your professional services. As you may be aware these claims can be potentially very large and in some cases well in excess of your own practice's income. DUAL Corporate Risks try to pride themselves on their claims team by investing in a strong in house team. And by appointing solicitors on your behalf who are experienced and can help you through what can be an extremely stressful time.

To try and assist you and make you aware of where your exposure to claims may lie we have included some examples of claims below:

Examples of Claims against Architects

A fire destroyed a recently completed supermarket. The fire wall that was built to the architect's specification did not extend above the ceiling joists. The buildings insurers paid out and then sought to subrogate against the architect on the basis that the building would not have been completely destroyed before the fire brigade had put out the fire if the fire walls had extended into the ceiling void.

There was good evidence to suggest that the fire had started in a storeroom and had spread along the roof void engulfing the whole building. The architect's PI insurers contributed GBP 1,100,000 to a joint settlement with other members of the Design Team.

An architect acting as a project manager was held liable for failing to check calculations supplied by an engineer in relation to loads to be imposed on the suspended floor of a new factory. Whilst the Court held that the architect was entitled to assume that the engineer was competent, it decided that if the architect had given the calculations even a cursory check before passing these to the contractor, he would have seen that they were obviously wrong and that the floor would not be strong enough for its intended use. The architect's insurers contributed GBP 78,000 with the engineer's insurers to a settlement of GBP 234,000. Their share of the legal fees amounted to GBP 69,000.

A sole-principal Architect failed to notify his insurers of the potential for a claim to be made against him. He failed to notify when a Pre-Action Protocol letter arrived in the post. He also failed to notify when a Claim Form was served on him. He did notify when he received a judgement against him in the region of £200,000. The insurers asked why he had delayed in notifying the matter. He replied that he did not want his premium to increase. The insurers regarded this as deliberate non-disclosure. They avoided the policy and returned his premium. The claimants attempted to seek payment of the judgement against the insurers but, when this failed, they attempted to seek recovery from the sole-principal personally. This was on the basis that there was little distinction between the actions of the Architect and his corporate responsibilities.

An architect was sued by the employer for allegedly failing to properly supervise a contractor engaged in propping up a building during redevelopment. The props used were inadequate to support the loads on them and part of the building collapsed.

The architect argued that his duty was only to periodically inspect the contractor's work, which he done, and not to supervise it, but there was doubt as to the terms of the architect's retainer and some evidence in correspondence to suggest that he may have held out that he would do more than this.

Insurers contributed GBP 55,000 to a settlement of GBP 150,000 involving the contractor.

Your right to cancel

If this cover does not meet with your requirements, please return all your documents and any certificate to the Broker, Intermediary or Agent who arranged the insurance within 14 days of receipt. We will return any premium and administration fee paid in full.

Termination

If you wish to terminate the contract at any other time, please contact the Broker, Intermediary or Agent who arranged the insurance. Any return of premium will be at the discretion of DUAL Corporate Risks Limited but any administration fee charged for the issuance of a policy will be retained by DUAL in full.

Law and Jurisdiction

The Certificate shall be governed by the law of England and Wales whose courts alone shall have jurisdiction in any dispute unless otherwise agreed.

Data Protection Notice

We hold data in accordance with the Data Protection Act of 1998. Data may be passed to other organisations who supply products and services associated with this contract of insurance. We may share information you give us with other organisations and public bodies, including the Police in order to verify information or to prevent and detect fraud.

To make a claim

We intend to provide an excellent service to you, however, we recognise that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive, please contact either your insurance broker or The Managing Director, DUAL Corporate Risks Limited, 140 Leadenhall Street, London, EC3V 4QT. Please state the nature of your complaint, the certificate and/or claim number.

If after taking this action you are still unhappy with our response please write to Chief Executive Officer, Arch Insurance Company (Europe) Limited, 6th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ

Having taken this action, if you feel that your complaint has not been handled satisfactorily, you may seek assistance from The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall London E14 9SR Telephone – 0845 080 1800 Email – enquiries@financial-ombudsman.org.uk Website – www.financial-ombudsman.org.uk
The Financial Ombudsman Service will become involved if you are an eligible complainant as defined by the rules of the Financial Services Authority.

Regulatory Status

This insurance is underwritten by DUAL Corporate Risks Limited on behalf of Arch Insurance Company (Europe) Limited. Both DUAL Corporate Risks Limited and Arch Insurance Company (Europe) Limited are authorised and regulated by the Financial Services Authority. These details may be checked by visiting the Financial Services Authority website at www.fsa.gov.uk/register. Alternatively the Financial Services Authority may be contacted on 0845 606 1234.

DUAL Corporate Risks Limited is a member of the Financial Services Compensation Scheme (FSCS). Compensation under the scheme for insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the cost, without any upper limit.

Arch Insurance Company (Europe) Limited is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation under the scheme if it is unable to meet its liabilities under this insurance. This depends upon the type of business and the circumstances of the claim.

Further Information about the compensation scheme arrangements is available from the FSCS or by visiting the FSCS website at www.fscs.org.uk.

DUAL Corporate Risks Limited, 140 Leadenhall Street, London, EC3V 4QT

Registered in England and Wales 04160680

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