

Notice to Policyholders Policy Wording Changes Architects & Engineers (Civil Liability) (Aggregate/Any One Claim)

This document is issued for your assistance and applies to customers with the following expiring Arch Professional Indemnity Insurance Policy:

- **EM Arch v1**

From your renewal date, cover will be provided under the following policy:

- **Architects & Engineers (Civil Liability)**

Your new policy will either be on an aggregate basis (“Agg”) or any one claim basis (“AOC”).

This document outlines the main changes to your cover. It does not contain a record of every amendment, and it does not form part of your policy documents.

There are significant changes between the above two policies. Please ensure that you read in full any documentation provided to understand the full terms, conditions, limitations, and exclusions of the policy cover. If you have any questions about any aspect of the policy, please contact your insurance agent.

Amendments to cover

Section and/or sub-section	Summary of Changes to the Policy
Introduction	A new section that provides the following information: <ol style="list-style-type: none"> 1. steps to be taken if you cannot comply with the policy or the policy doesn’t meet your needs; 2. what to do when there is a change and how to cancel your policy; 3. the contractual nature of the policy.
Contact Details for Claims	An updated section about how to report a claim or circumstance.
Failure to Make a Fair Presentation	An updated section about making a fair presentation of the risk.
Interpretation	A new section about how to interpret the contents of the policy.
Definitions	The following Definitions have been added to the policy: <ul style="list-style-type: none"> • <i>Adjudication Notice;</i> • <i>Computer System;</i> • <i>Connected With;</i> • <i>Cyber Act;</i> • <i>Data Protection Law;</i> • <i>Data;</i> • <i>Financial Services Work;</i> • <i>Loss;</i> • <i>Policy;</i> • <i>Schedule;</i> • <i>Proposal Form or Statement of Fact.</i>

	<p>The following Definitions have been amended in the policy:</p> <ul style="list-style-type: none"> • <i>Claim;</i> • <i>Documents;</i> • <i>Employee;</i> • <i>Limit of Indemnity;</i> • <i>Business is now called Professional Business;</i> • <i>Pollution;</i> • <i>Insurer is now We, Us, Our;</i> • <i>Insured is now You, Your.</i> <p>The following Definitions have been removed from the policy:</p> <ul style="list-style-type: none"> • <i>Defence Costs;</i> • <i>Formal Investigation;</i> • <i>Formal Investigation Expenses;</i> • <i>Territorial Limits.</i>
Insuring Clauses	<p>The following Insuring Clauses have been added to the policy:</p> <ul style="list-style-type: none"> • <i>Legal Representation Costs;</i> • <i>Data Prosecution Defence Costs.</i> <p>The following Insuring Clauses have been amended in the policy:</p> <ul style="list-style-type: none"> • <i>Insuring Clause is now called Civil Liability and has been updated;</i> • <i>Defence Costs</i> has been amended. Cover in respect of costs in the defence of criminal proceedings for breach of statutory regulations is now its own Insuring Clause, and the limit and excess have been amended. • <i>Extension – Libel and Slander</i> is now an Insuring Clause but limited to unintentional libel or slander. • <i>Extension – Breach of Copyright</i> is now an Insuring Clause but limited to unintentional breach of intellectual copyrights. The excess has been amended. • <i>Extension – Court Attendance/Formal Investigation</i> is now an Insuring Clause and is called <i>Compensation for Court Attendance</i>. The limit of indemnity, excess and rates have all been amended. • <i>Extension – Loss of Documents</i> is now an Insuring Clause. The limit of indemnity and excess has been amended. <p>The following Insuring Clauses have been removed from the policy:</p> <ul style="list-style-type: none"> • <i>Fidelity;</i> • <i>Extension – Mitigation of Loss;</i> • <i>Extension – Asbestos.</i> A writeback in cover is provided in the new Asbestos Exclusion however the conditions and cover have changed.
Excess Clause	New excess clause.
Exclusions	<p>The following Exclusions have been added to the policy:</p> <ul style="list-style-type: none"> • <i>Asbestos and Mould;</i> • <i>Cyber;</i> • <i>Data Protection Law;</i> • <i>Employment;</i> • <i>EWS1 Form;</i>

	<ul style="list-style-type: none"> • <i>Insolvency;</i> • <i>Joint Venture;</i> • <i>Market Fluctuation / Investment/Insurance/Financial Services Work;</i> • <i>Territorial Limits;</i> • <i>Reckless Act;</i> • <i>Specialist Sub Contractors / Consultants.</i> <p>The following Exclusions have been amended in the policy:</p> <ul style="list-style-type: none"> • <i>Jurisdiction;</i> • <i>Warranties or Penalties</i> is now called <i>Contractual Liability and Collateral Warranties</i> and has been updated; • <i>Controlling Interest;</i> • <i>Dishonesty and/or fraud;</i> • <i>Fines, Penalties and Punitive Damages;</i> • <i>Goods and Products;</i> • <i>Pollution;</i> • <i>Patents and Trade Secrets;</i> • <i>Non Contribution</i> is now called <i>Other Insurance</i> and has been updated; • <i>Property;</i> • <i>Previous Claims or Circumstances</i> is now called <i>Prior Awareness</i> and has been updated; • <i>Valuations</i> is now called <i>Surveys, Reports and EPCs</i> and has been updated; • <i>Terrorism and War</i> are now two separate Exclusions and have been updated; • <i>Nuclear Risks</i> is now called <i>Radiation</i> and has been updated; • <i>Trading Losses</i> <p>The following Exclusion has been removed from the policy:</p> <ul style="list-style-type: none"> • <i>Adjudication (however see new Condition: Adjudication Clauses).</i>
Conditions	<p>The Conditions are now set out in three sections: <i>Series Conditions, Claims Conditions</i> and <i>General Conditions</i>.</p> <p>The following Conditions have been added to the policy:</p> <ul style="list-style-type: none"> • <i>Adjudication Clauses;</i> • <i>Cancellation;</i> • <i>Claims Control;</i> • <i>Defence and Settlement of Claims;</i> • <i>Premium Payment;</i> • <i>VAT.</i> <p>The following Conditions have been amended in the Policy:</p> <ul style="list-style-type: none"> • The following two Conditions: <i>Innocent Non-Disclosure</i> and <i>Insurers Remedies for the Insured's Breach of the Duty of Fair Presentation</i> have been replaced with the new section: <i>Failure to Make Fair Presentation;</i> • <i>Limit of Indemnity and Excess</i> is now called the <i>Series Condition</i> and has been updated;

	<ul style="list-style-type: none"> • <i>Retroactive Date</i> is now an Exclusion; • <i>Discharge of Liability</i> is now called <i>Relinquish Control by Payment of Claim</i>; • <i>Contracts (Rights of Third Parties) Act 1999</i>; • <i>Choice of Law, Disputes and Jurisdiction</i> are now separate Conditions and have been updated; • <i>Sanctions</i>; • <i>Subrogation</i>; • <i>The Insurers Rights</i> is now called <i>Claims Control</i>; • <i>Insured Duties in the Event of a Claim</i> is now called <i>Co-Operation</i>; • <i>Claims and Notifications Conditions</i> is now called <i>Notification</i>; • <i>Fraud</i> is now called <i>Dishonesty and Fraud</i>. <p>The following Conditions have been removed from the policy:</p> <ul style="list-style-type: none"> • <i>Difference in Conditions</i>; • <i>Combined Claim</i>.
How to Complain	This has been updated.
Privacy Notice	This has been updated.

Your insurance agent will be able to help you with any queries you may have regarding your cover.