

**Design and Construct  
Professional Liability  
Combined Policy  
Notice of Change**



# Design and Construct Professional Liability Combined Policy Notice of Change



## Significant Policy Changes

Your policy has been revised as a response to a need to update, improve and/or clarify cover. The undernoted summarises the changes relating to this revision as it impacts the standard policy form and reflects the updated policy wording.

### Current – new version changes to your policy – PJDC050520

The following is a summary of the key changes to your revised policy but this summary will not reflect any variations or modifications to the policy which are specific to you; these will be confirmed by the schedule attaching to your policy.

#### **Terrorism insured section**

The “Terrorism” insured section has been updated to provide additional clarity on the cover being provided. There is no new fundamental change to cover, instead clarifying the language used in addition to the definitions, exclusions and terms which apply to the “Terrorism” cover.

The cover provided by the “Terrorism” insured section indemnifies you for losses arising under the applicable insured sections from damage to the property insured where caused by an act of terrorism.

#### **Cyber exclusion**

A new exclusion applicable to all sections of the policy has been added to this policy. This exclusion responds to Lloyd’s mandate that all policies clearly state whether or not they will provide affirmative coverage for cyber risks. This clause excludes damage caused by a malicious event and non-malicious events may be covered only if fire and explosion results. The definition of “malicious” is broad and includes any authorised use of a computer.

#### **Notifiable disease, murder or suicide, food or drink poisoning extension**

The extension has been amended to clarify the insurer’s liability and cover has been restricted. The insurer will not be liable in respect of:

1. Loss resulting from the first forty-eight (48) hours of each and every interruption or interference of the business at the premises;
2. An occurrence of a notifiable disease beyond the premises.
3. Loss where the event causes restrictions on the use of the premises on the order or advice of a Local or Government Authority.
4. The insurer’s liability will not exceed the sublimit as stated in the wording

The definition of ‘Notifiable disease’ excludes amongst other: Avian Influenza and/or Influenza A (H5N1); Swine Influenza and/or Influenza A (H1N1); Severe Acute Respiratory Syndrome (SARS); any coronavirus or coronavirus disease (or similar or equivalent disease or virus in the future); any epidemic or pandemic which poses a threat to human health or human welfare whether officially declared an epidemic or pandemic.

#### **Coronavirus and/or Pandemic exclusion**

A new exclusion applicable to all sections of the policy [except Professional liability section, Crime section, Pension Trustees liability section, Cyber liability section, Employers liability section, Public & Products liability section and Legal expenses section], has been added to exclude any claim, defence

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cost, liability, damage or loss or interruption or interference or any amount directly or indirectly caused by or resulting from, arising out of or in connection with or attributable to:

- a) any coronavirus (or similar or equivalent virus in the future);
- b) any mutation or variation of a) above;
- c) any coronavirus disease (or similar or equivalent disease in the future);
- d) any epidemic or pandemic which poses a threat to human health or human welfare whether officially declared an epidemic or pandemic or not; or
- e) any fear or threat of a) to d) above.

## New version changes to your policy – PJDC060121

In addition to the changes noted above the following is a summary of the key changes to your revised policy but this summary will not reflect any variations or modifications to the **policy** which are specific to you; these will be confirmed by the **schedule** attaching to your **policy**.

### Additional Professional Liability Costs & Expenses

#### **Advancement of defence costs**

Notwithstanding the provisions of the 'Material changes during the policy period' clause, and subject to the applicable excess, we will indemnify you in respect of defence costs as and when they are incurred, including defence costs incurred on behalf of an insured who is alleged to have committed or condoned a dishonest or fraudulent act or omission, provided that we are not liable for defence costs incurred on behalf of such insured after the earlier of:

- a) you admitting to us the commission or condoning of such dishonest or fraudulent act or omission; or
- b) a court or other judicial body finding that you were in fact guilty of such dishonest or fraudulent act or omission.

Each insured who admits to us the commission or condoning of such dishonest or fraudulent act or omission, or against whom there is a finding of a court or other judicial body that such insured was in fact guilty of such dishonest or fraudulent act or omission shall reimburse us in respect of defence costs advanced on that insured's behalf.

#### **Formal investigation costs**

We agree to indemnify you for any reasonable costs and expenses incurred by you in compliance with any award, directive, order, recommendation or similar arising from any formal investigation, examination or like proceeding by the Financial Conduct Authority (and/or its successor organisation) or any government, government body, governmental or administrative agency, official trade body, self regulating organisation or any ombudsman or any other entity authorised to undertake a regulatory function concerning your professional business services.

Our total liability shall not exceed £250,000 or the limit of indemnity whichever is the lesser amount, in respect of any one claim in the period of insurance. Any amounts we pay under this clause form part of and do not increase the limit of indemnity.

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## **Professional Liability Limitations & Exclusions**

The previous Cladding Exclusion has been deleted and replaced with the following:

### **Cladding & Fire Combustibility Exclusion**

any claim, circumstance, liability, loss, cost, expense or defence Costs directly or indirectly arising out of, or in any way involving the combustibility or fire safety of any external cladding or façade product, or any external wall system. This includes any associated core, filler or insulation material.

### **Notifiable disease, murder or suicide, food or drink poisoning extension**

The extension has been amended to clarify the insurer's liability and cover has been restricted. The insurer will not be liable in respect of:

1. Loss resulting from the first forty-eight (48) hours of each and every interruption or interference of the business at the premises.
2. An occurrence of a notifiable disease beyond the premises.
3. Loss where the event causes restrictions on the use of the premises on the order or advice of a Local or Government Authority.
4. Any costs incurred in cleaning, repair, replacement, recall or checking of property except as stated above.

The indemnity provided by this clause shall only apply for the period beginning with the occurrence of the loss and ending not later than three (3) months.

The insurer's liability will not exceed the sublimit of £10,000 any one occurrence and £50,000 in the aggregate anyone period of insurance.

The definition of 'Notifiable disease' excludes amongst other: Avian Influenza and/or Influenza A (H5N1); Swine Influenza and/or Influenza A (H1N1); Severe Acute Respiratory Syndrome (SARS); any coronavirus or coronavirus disease (or similar or equivalent disease or virus in the future); any epidemic or pandemic which poses a threat to human health or human welfare whether officially declared an epidemic or pandemic.

### **Notifiable disease**

means any diseases sustained by a person notifiable under the Health Protection (Notification) Regulations 2010, but excluding:

- a) Avian Influenza and/or Influenza A (H5N1);
- b) Swine Influenza and/or Influenza A (H1N1);
- c) Severe Acute Respiratory Syndrome (SARS);
- d) any coronavirus (or similar or equivalent virus in the future);
- e) any mutation or variation of d) above;
- f) any coronavirus disease (or similar or equivalent disease in the future);
- g) any epidemic or pandemic which poses a threat to human health or human welfare whether officially declared an epidemic or pandemic or not; or
- h) any fear or threat of a) to g) above.
- i)

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## **Communicable disease exclusion**

A new 'Communicable disease' exclusion has been added to the 'General exceptions' section of your policy:

### **Communicable Disease**

Regardless of any provision to the contrary, the policy excludes any amount for which the insurer would otherwise be liable directly or indirectly caused by, resulting from, arising out of, in connection with, attributable to, or occurring concurrently or in any sequence with:

- a) a communicable disease;
- b) the fear or threat (whether actual or perceived) of a communicable disease;
- c) the costs to clean-up, detoxify, remove, monitor or test for the actual, alleged, perceived or suspected presence of a communicable disease; or
- d) the insured's actual or alleged non-compliance with any advice, guidance, regulation, order, decree or law issued by a public authority in response to a communicable disease.

This exclusion shall not apply in respect of and to the extent of the indemnity provided by the:

- a) Notifiable disease, murder or suicide, food or drink poisoning' extension of the policy;
- b) Professional Liability Section;
- c) Crime Section;
- d) Pension Trustees Section;
- e) Cyber Liability Section;
- f) Employer's Liability Section;
- g) Public and Products Liability Section; and
- h) Legal Expenses Section.

Communicable disease means any disease which can be transmitted by means of any substance or agent where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation or mutation thereof, whether deemed living or not;
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; and
- c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured;

1.2 regardless of the frequency or severity of an outbreak, or the size of the geographic area in which an outbreak is observed.

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## **'How to Complain' section**

The 'How to Complain' section of your policy has been updated to clarify our complaints process. It now contains the following clauses:

### **How to Complain**

#### **Complaints to QBE**

**You** can complain about this **policy** by contacting **your** broker or where your policy is insured by QBE Europe SA/NV, QBE UK Limited or where **your insurer** is or includes a Lloyd's syndicate write to:

Customer Relations, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD

Email: [CustomerRelations@uk.qbe.com](mailto:CustomerRelations@uk.qbe.com)

Telephone: 020 7105 5988

#### **The UK Financial Ombudsman Service (UK FOS)**

If **you** feel that **you** complaint has not been satisfactorily resolved, **you** may be may be eligible to contact the UK FOS to review the complaint. Information about the eligibility criteria is available on the UK FOS website: <http://www.financialombudsman.org.uk/consumer/complaints.htm>.

#### **Financial Services Compensation Scheme (FSCS)**

**You** may be entitled to compensation from the FSCS if **we** unable to meet **our** obligations under the **policy**. Further information is available from [www.fscs.org.uk](http://www.fscs.org.uk), or **you** can write to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1D.

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As with all aspects of the standard policy cover it is generally possible to negotiate extensions of cover with the underwriter.

## QBE European Operations



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