

**RIBA Insurance Agency**

**PROFESSIONAL INDEMNITY INSURANCE**

**RIBA Architects Premier Policy**

---

## 1 BASIS OF CONTRACT

---

The Insured having made to Insurers a written proposal which together with any other related particulars and statements that have been supplied in writing are agreed to be incorporated herein and to form the basis of this Policy (it is also agreed that all such information supplied by any Insured shall be deemed to have been supplied by each and every Insured), and having paid to Insurers the premium stated in the Certificate, Insurers agree to indemnify the Insured subject to the terms, conditions, limitations and exclusions of this Policy.

---

## 2 INSURING CLAUSES

---

### Civil Liability

- 2.1 Insurers will indemnify the Insured against any claim first made against them during the Period of Insurance in respect of any civil liability together with claimant's costs, fees and expenses in accordance with any judgment, award or settlement made within the Territorial Limits in consequence of:
- (a) Any breach of the professional duty of care owed by the Insured to the claimant which term is deemed to include a breach of warranty of authority;
  - (b) Any libel, slander or slander of title, slander of goods or injurious falsehood;
  - (c) The loss, destruction of or damage to any document in the care, custody and control of the Insured or for which the Insured is responsible (except to the extent insured by Section 3).
  - (d) Any unintentional breach of copyright by the Insured or any employee of the Insured.

### Witness Attendance

- 2.2 As part of the indemnity under this Policy, Insurers will pay to or reimburse the Insured the cost of attendance at any Court, Arbitration or Adjudication hearing by any Partner, Principal, Member, Director or Employee or Third Party as a witness where such attendance is required by the Insured's legal advisers and arises out of a claim for which indemnity has been agreed by Insurers, limited to;
- (a) £300 per day or part day for any Partner, Principal, Director or Third Party, and
  - (b) £150 per day for any Employee
  - (c) £10,000 any one claim and in the aggregate of all claims under this Policy.

### Costs Clause

- 2.3 In addition to the Limit of Indemnity the Insurers will pay defence costs provided that if a payment greater than the Limit of Indemnity available from Insurers has to be made to dispose of a claim, or if the Insured becomes under an obligation to pay a sum greater than the Limit of Indemnity as a result of a judgment, award, settlement or otherwise then Insurers' liability for defence costs associated with such claim shall be that proportion of the defence costs as the Limit of Indemnity available from Insurers for such claim bears to the amount required to be paid to dispose of the claim.
- 

## 3 ADDITIONAL PROTECTION

---

Insurers will indemnify the Insured for reasonable and necessary costs and expenses first incurred during the Period of Insurance by the Insured arising out of the Professional Business in the United Kingdom and with the prior written consent of Insurers in replacing, restoring and reconstituting any document which is the property of the Insured or for which the Insured is responsible.

The liability of Insurers under this section of the policy, which forms part of and is not in addition to the Limit of Indemnity of this policy, is £250,000 in the aggregate of all claims under this section of the policy and is in excess of £2,500 each and every claim.

---

## 4 DEFINITIONS AND INTERPRETATIONS

---

4.1 **"Insured"** shall mean:

- (a) Any person or Firm who is named in the Certificate;
- (b) Any other person who has been or during the Period of Insurance becomes a partner, member, director or principal of the Firm;

provided that liability arises directly out of Professional Business carried out by that person in the name of the Firm.

4.2 **"Firm"** shall mean the Insured Firm or body corporate described in the Certificate as an Insured.

4.3 **"Professional Business"** shall mean the business described in the Certificate.

4.4 **"Territorial Limits"** shall mean any territory within the European Union, Isle of Man and the Channel Islands or such additional territory described in the Certificate.

4.5 **"Period of Insurance"** shall mean the period shown in the Certificate.

4.6 **"Limit of Indemnity"** of this policy is the amount shown in the Certificate.

The liability of Insurers under Section 2 and 3 shall not exceed the Limit of Indemnity in respect of each and every claim (or series of claims arising from the same originating cause). Where any claim, circumstance or event is notified to Insurers which is the same as or arises out of or is connected with any claim, circumstance or event notified at the same time or previously such claim, circumstance or event shall be deemed to be the same claim, circumstance or event for the purposes of assessing the Limit of Indemnity available to the Insured, and no additional Limit of Indemnity shall apply.

4.7 **"Defence Costs"** shall mean all costs and expenses incurred with the prior written and continuing consent of the Insurers in the investigation defence or settlement of any claim circumstance or event and the costs of representation at any inquiry or other proceedings, whether civil or criminal, which have a direct impact on any claim circumstance or event which is likely to form the subject of indemnity by Insurers.

4.8 **"Excess"** shall mean the first amount of each claim (or series or claims from the same originating cause or connected with one another) shown in the Certificate, which is to be borne by the Insured.

4.9 **"Document"** shall mean deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates or written or printed documents or forms of any nature whatsoever (excluding any bearer bonds or coupons, bank or currency notes or other negotiable paper) and/or magnetic tape or other like means of recording information for use with any computer record system.

4.10 **"Claim"** shall mean any claim made against the Insured.

4.11 **"Claimant"** shall mean the party making such claim.

4.12 **"Circumstance or Event"** shall mean any circumstance or event which is likely to give rise to a claim.

4.13 **"United Kingdom"** shall mean England, Wales, Scotland, Northern Ireland, Isle of Man and the Channel Islands.

4.14 **"Internet"** shall mean the worldwide group of inter-connected networks accessible via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.

4.15 **"Intranet"** shall mean one or more inter-connected networks with restricted access to the Insured via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.

- 4.16 **"Extranet"** shall mean a restricted-access group of inter-connected networks accessible via service providers on online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.
- 4.17 **"Retroactive Date"** shall mean the date, if any, stated as the "Retroactive Date" in the Certificate.

In this policy all headings are for information purposes only and shall not be incorporated in or construed as part of the Policy. Words in the singular include the plural and words in the plural include the singular.

---

## **5 GENERAL EXCLUSIONS**

---

The Policy shall not indemnify the Insured in respect of:

### **Excess**

- 5.1 The Excess

### **Consortium**

- 5.2 Any claim arising out of the Professional Business carried out by the Insured for and/or in the name of any consortium or joint venture of which the Insured forms part unless specifically endorsed hereon.

### **Transport Property etc**

- 5.3 Any claim arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft, hovercraft or motor vehicle or trailer, or any buildings, premises or land or that part of any building leased, occupied or rented by the Insured, or any property of the Insured.

### **Disclosed/Notified Matters**

- 5.4 Any claim, circumstance or event, or later claim arising out of any circumstance or event which has been disclosed or notified by the Insured to any previous insurer.

### **Employment**

- 5.5 Any claim arising out of injury, disease, illness or death of the Insured or any person working under a contract of employment apprenticeship or service with the Insured, or any claim arising out of any dispute between the Insured and any present or former employee or any person who has been offered employment with the Insured.

### **Financial Services**

- 5.6 Any claim arising directly or indirectly out of the provision of financial services regulated by the Financial Services Authority or the Personal Investment Authority or successor entity.

### **Trading Liability**

- 5.7 Any claim arising out of or in connection with any trading loss or trading liability incurred by any business managed by or carried on by or on behalf of the Insured.

### **Fraud and Dishonesty**

- 5.8 Any claim directly or indirectly contributed to or caused by any dishonest, fraudulent, criminal or malicious act or omission of any partner director or principal of the Insured.

### **Warranties, Penalties and Collateral Warranties**

- 5.9 Any claim arising out of any performance warranty (including but not limited to fitness for purpose warranties) guarantee, penalty clause or liquidated damages clause unless the liability of the Insured to the claimant would have existed in the absence of such warranty, guarantee or clauses.

Except that, notwithstanding anything stated immediately above, the indemnity provided to the Insured under this Policy will apply to a claim arising from the performance by the Insured of obligations agreed to be performed by them under a Collateral Warranty, Duty of Care Agreement or similar Agreement, provided that:

- (a) the benefit of such Warranty or Agreement is no greater or longer lasting than that in the original contract to which it relates
- (b) no indemnity will be given for:
  - (i) any guarantee or warrant of fitness for purpose, satisfaction of performance specification or period of project works, or
  - (ii) any financial penalty or liquidated damages

The above exclusions will not apply where the liability of the Insured would have arisen in the absence of such Warranty or Agreement in any event.

The indemnity provided under this Clause will be extended to apply where the Warranty or Agreement has been assigned to a tenant, purchaser, funder or other third party and is subject otherwise to Policy terms and conditions.

### **Non-Contribution**

- 5.10 Any claim for which the Insured is or but for the existence of this Policy would be entitled to indemnity under any other insurance except in respect of any amount which exceeds that which would have been payable under such other insurance had this Policy not been effected.

### **Nuclear and War Risks**

- 5.11 Liability for any claim:
- (a) directly or indirectly caused by or contributed to by or arising from (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - (b) directly or indirectly occasioned by or happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

### **Penal Damages**

- 5.12
- (a) Any penal, punitive, exemplary or aggravated damages whenever identifiable as such.
  - (b) Any additional damages under Section 97(2) of the Copyright, Designs & Patents Act 1988 or any statutory successor to that Section.
  - (c) Any fines or penalties of a criminal nature.

### **Jurisdiction**

- 5.13 Any liability arising from Professional Business undertaken outside the Territorial Limits unless the project to which the Professional Business relates is to be constructed within the Territorial Limits.

### **Controlling Interest**

- 5.14 Any claim made by:
- (a) any party in which the Insured exercises a controlling interest by virtue of official position or shareholding; or
  - (b) any party exercising a controlling interest over the Insured by virtue of it having a financial or executive interest in the operation of the Insured.

This Exclusion does not apply if the claim emanates from a wholly independent third party.

#### **Binding Adjudications**

- 5.15 Any claim arising from a contract which specifies the decision of an Adjudicator as finally determining any dispute unless the Insurers have given their prior written consent. However, this Exclusion shall not apply where the liability of the Insured would have existed in the absence of any such specification.

#### **Cyber Liability Exclusion**

- 5.16 Any claim or loss arising out of business conducted and/or transacted via the Internet, Intranet, Extranet, and/or via the Insured's own web-site, Internet site, web-address and/or via the transmission of electronic mail or documents by electronic means. For the avoidance of any doubt this Policy shall not indemnify the Insured in respect of any claim or loss arising out of any computer virus.

Where the liability to the Insured would have attached in the absence of the fact that the business is conducted and/or transacted via the Internet, Intranet, Extranet, and/or via the Insured's own web-site, Internet site, web-address and/or via the transmission of electronic mail or documents by electronic means, it is understood and agreed that the endorsement does not apply. It is understood and agreed that the onus of proof rests with the Insured and not with Insurers in this regard.

#### **Supply of Goods**

- 5.17 Any claim arising out of any goods or products sold, supplied, made, constructed, installed, maintained, repaired, altered or treated by or on behalf of the Insured unless any claim is a direct result of the Insured's negligent design and/or specification.

#### **Director/Officer/Trustee**

- 5.18 Any claim arising out of liability as a director, officer and/or trustee in their respective capacities.

#### **Terrorism**

- 5.19 Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If Insurers allege that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

#### **Asbestos**

- 5.20 Any liability whatsoever directly or indirectly arising out of or connected with the presence of or any form of release of asbestos in any form or any material containing asbestos.

Notwithstanding the above, where the liability arises directly from the negligent act, negligent error, negligent omission or breach of statutory duty by the Insured in the performance of its contractual obligations, this policy will indemnify the Insured for

- (a) the cost of any remediation works and/or
- (b) any permanent diminution of value in any affected building

necessary and arising as a direct consequence of the Insured's negligence or breach as described above, but in no other respect.

Further, the indemnity available in respect of this extension of cover will be limited to £250,000, including all defence costs, any one claim and in the aggregate of all claims within the period of this Policy and is not in addition to the limit of indemnity available under this Policy and is subject otherwise to Policy terms and conditions.

#### **Retroactive Date**

- 5.21 Any Claim arising out of the exercise and conduct of the Professional Business by the Insured prior to the Retroactive Date stated in the Certificate. If no date is shown or states 'none' there is no limitation applicable.

---

## **6 GENERAL CONDITIONS**

---

### **Surveys**

- 6.1 No indemnity is provided by Section 2 for claims arising out of any survey and/or valuation report carried out by or on behalf of the Insured unless the Insured has complied with the following conditions:

- (a) the report is made in writing and;
- (b) the survey and/or valuation is made by
  - (i) a partner director or principal in the Firm or a member of the Insured's staff who is a Fellow or Professional Associate or Member of the Royal Institute of British Architects or of the Royal Institution of Chartered Surveyors or is a Registered Architect who has not less than one year's experience in undertaking structural surveys and/or valuation work such experience being related to the subject matter of the report or
  - (ii) any member of the Insured's staff who has not less than five years' experience in undertaking structural surveys and/or valuation work such experience being related to the subject matter of the report and;
- (c) except in the case where a report is provided to a Building Society, Insurance Company Bank or other such institutional lender upon a standard report form provided to the Insured for that purpose the Insured has incorporated in the report the following reservation:

"We have not inspected woodwork or other parts of the structure which are covered, unexposed or inaccessible and we are therefore unable to report that any such part of the property is free from defect"
- (d) Where the Insured considers that High Alumina Cement may be present in a building the following paragraph is also to be added:

"Furthermore, we must stress that we have not carried out any investigation to determine whether High Alumina Cement was used during the construction of the building inspected and we are therefore unable to report that the building is free from risk in this respect. In view of the possible potential danger connected with High Alumina Cement we strongly recommend that the appropriate investigations, inspections and tests be carried out immediately by a suitable qualified engineer".
- (e) any report and/or test made subsequent to the date of this Policy in connection with High Alumina Cement is carried out only by a suitably qualified engineer and presented in writing.

### **Notification Procedures**

- 6.2 The Insured shall as a condition precedent to their right to be indemnified under:
- (a) Section 2 of this Policy, give notice in writing to Insurers as soon as possible during the Period of Insurance of any claim or of the receipt of notice from any person of an intention to make a claim and regardless of any previous notice, give notice in writing immediately on receipt of any Claim Form, Particulars of Claim, Arbitration Notice or any other formal document commencing legal proceedings of any kind.

- (b) Section 3 of this Policy, give notice in writing to Insurers as soon as possible during the Period of Insurance if during such Period of Insurance they shall discover that any document has been destroyed or damaged or lost or mislaid.
- 6.3 The Insured as a condition precedent to their right to be indemnified shall give during the Period of Insurance full details in writing as soon as possible of any circumstance or event which is likely to give rise to a claim of which the Insured shall first become aware during the Period of Insurance. Any such circumstance or event notified to Insurers during the Period of Insurance which subsequently gives rise to a claim shall be deemed to be a claim made during the Period of Insurance.
- 6.4 As a condition precedent to their right to be indemnified receipt by the Insured of any "Notice of Adjudication" and/or a "Referral Notice" pursuant to the Scheme for Construction Contracts Regulations 1997 under the Housing Grants, Construction and Regeneration Act 1996 and/or any Adjudication Notice pursuant to contract must be notified immediately in writing to *AS PER INDIVIDUAL INSURER*
- 6.5 Notification of a "Notice of Adjudication" and/or "Referral Notice" and/or any Adjudication Notice pursuant to contract, received in writing by *AS PER INDIVIDUAL INSURER* will on receipt be considered as notification to Insurers. Notification of all other circumstances, claims and material facts must be notified to Insurers, in accordance with Clause 6.7 below.
- 6.6 It is agreed that Insurers shall be entitled to pursue legal, arbitration or other proceedings in the name of and on behalf of the Insured to challenge, appeal, open up or amend any decision, direction, award, or the exercise of any power of the Adjudicator or to stay the enforcement of any decision, direction, award or exercise of any power of the Adjudicator. The Insured shall give all such assistance as Insurers may reasonably require in relation to such proceedings. For the avoidance of doubt this section does not in any way limit Insurers' rights to subrogation.
- 6.7 Notification to Insurers to be given under this Policy shall be given to, and deemed to be properly made to Insurers, if received in writing by *AS PER INDIVIDUAL INSURER*. Whilst all notifications should go directly to *AS PER INDIVIDUAL INSURER*, receipt of written notification by Heath Lambert Limited, at the address shown in the Certificate will also be deemed notification to Insurers, except for matters referred to in Clause 6.4 above which may only be notified to *AS PER INDIVIDUAL INSURER*.
- 6.8 For the avoidance of doubt notice hereunder can only be made by the Insured (or agent of the Insured) and not by any other party.

#### **Non Admission of Liability**

- 6.9 The Insured shall not admit liability and no admission, arrangement, offer, promise or payment shall be made by the Insured without Insurers' written consent.

#### **Insurers' Rights**

- 6.10 Insurers shall be entitled, if they do desire, to take over and conduct in the name of the Insured the investigation representation defence or settlement of any claim, circumstance or event and shall have full discretion in the conduct of the same. The Insured shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Insured and the Insurers a similar authority) shall advise that such proceedings could be contested with the probability of success. It is a condition precedent to the Insured being indemnified by Insurers that the Insured shall give all such assistance as Insurers may reasonably require in the investigation representation defence or settlement of any claim circumstance or event.
- 6.11 In the event that Insurers shall be advised by their solicitors or on the advice of their solicitors' counsel that it is prudent to do so, Insurers shall be entitled to make a payment of the amount available from Insurers of the Limit of Indemnity or of an amount equivalent to that which any claim can be settled (whichever is the lesser) to the Insured in exoneration and total discharge of any further liability of any kind whatsoever by the Insurers to the Insured under this Policy. It shall be deemed to be proper payment in exoneration and discharge of the Insurers' liability hereunder to the Insured if the Insurers pay these monies to the RIBA Insurance Agency.
- 6.12 Payment of the Excess by the Insured is a condition precedent to the Insured being indemnified by Insurers and the Insured shall confirm its ability and agreement to pay if reasonably requested by Insurers.

#### **Applicable Law and Disputes**

- 6.13 This contract is governed by the laws of England.



Any dispute or difference arising hereunder between the Insured and Insurers shall be referred to a Queen's Counsel of the English Bar to be mutually agreed between Insurers and the Insured or in the event of disagreement by the Chairman of the Bar Council. The Insured must give written notice within forty-five days of receipt of the Insurers' decision with which he is in dispute or difference.

#### **Subrogation Against Employees**

- 6.14 Insurers shall not exercise any right of subrogation that may exist against any employee or former employee of the Insured unless Insurers shall have made a payment brought about or contributed to by the act or omission of the employee or former employee which was dishonest, fraudulent, criminal or malicious.

#### **Additional Insurance**

- 6.15 The Insured shall not effect insurance for any sum that exceeds the Limit of Indemnity without the prior written consent of the RIBA Insurance Agency.

#### **Fraud**

- 6.16 If any request for indemnity is made and the same is false or fraudulent as regards the amount or otherwise this Policy shall become void and any indemnity hereunder shall be forfeited.

#### **Pollution Limitation Clause**

- 6.17 In consideration of the premium being paid by the Insured to the Insurers the Insured is indemnified in respect of any claims made and notified to the Insurers during the Period of Insurance arising out of pollution and/or contamination as a direct result of any breach of the professional duty of care owed by the Insured in connection with the Professional Business provided that the following additional Condition applies:

The maximum amount payable in respect of all claims made under this endorsement shall not exceed in the aggregate the Limit of Indemnity specified in the Certificate including all costs and expenses incurred any such amount to be part of and not in addition to the Limit of Indemnity specified in the Certificate.

#### **Cancellation**

- 6.18 If the Insured becomes insolvent or bankrupt or a liquidator or Receiver is appointed or the Insured undertakes any act of bankruptcy, insolvency or liquidation this Policy is automatically cancelled with immediate effect unless Insurers shall in their absolute discretion agree otherwise in writing. If the Policy is cancelled the premium shall be payable on a pro rata basis for the period the Insured has been on risk.

#### **Joint Insurance Contract**

- 6.19 The Limit of Indemnity and the Excess applies to all Insured's jointly and for this purpose only this Policy is a joint Policy.

#### **Rights of Third Parties**

- 6.20 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999, or otherwise, it is hereby agreed that:
- (a) This Policy does not confer and does not purport to confer any rights upon any third party (whether or not an interest of any third party is noted in this Policy).
  - (b) The parties hereto shall be entitled to rescind or vary this Policy without the consent of any third party (whether or not any interest of any third party is noted in this policy).
  - (c) In the event of proceedings by a third party against the Insurer for the enforcement of a term of this Policy the Insurers shall have available to it by way of defence and set-off any matter which would have been available by way of defence and set-off if the proceedings had been brought by the Insured.

---

**7 SPECIAL RIBA CONDITIONS**

---

Insurers will not exercise their right to avoid the Policy nor will Insurers reject a request for indemnity when it is alleged that there has been:

- (a) Non-disclosure of facts; or
- (b) Misrepresentation of facts; or
- (c) Incorrect particulars or statements; or
- (d) Late notification of a claim; or
- (e) Late notification of intention to make a claim; or
- (f) Late notification of a circumstance or event.

Provided that these conditions shall not apply to any claim, intention to make a claim, circumstance or event which is likely to give rise to a claim which the Insured has disclosed or notified to any previous Insurer.

Provided also that the Insured shall establish to Insurers' satisfaction that such alleged non-disclosure, misrepresentation or incorrect particulars or statements or late notice was innocent and free of any fraudulent conduct or intent to deceive.

When Insurers are so satisfied the following conditions shall apply:

- (a) With regard to any claim, intention to make a claim, circumstance or event which is likely to give rise to a claim of which the Insured were previously aware and could have notified under any preceding policy, if the indemnity available from Insurers under this Policy is greater or wider in scope than that to which the Insured would have been entitled under any such preceding policy, Insurers shall at their sole discretion (and after election by Insurers as between all relevant preceding policies if more than one) only be liable to indemnify the Insured for such amount and/or on such terms as would have been available to the Insured under any such preceding policy save that nothing in this Clause shall entitle the Insured to indemnity wider or more extensive than is available to the Insured under this Policy (notwithstanding the terms of this Clause).
- (b) Where the Insured's conduct or breach of or non-compliance with any condition of this Policy has in Insurers' opinion resulted in prejudice to the handling or settlement of any claim, the indemnity afforded by this Policy in respect of such claim (including defence costs) shall be reduced to such sum as in Insurers' opinion would have been payable by them in the absence of such prejudice.
- (c) No indemnity shall be available for any claim, intention to make a claim, circumstance or event notified to Insurers after the expiry of the Period of Insurance.

In the event of any disagreement by the Insured regarding the application of these Special Conditions, such disagreement shall at the Insured's request be referred to the person nominated by the President for the time being of the Royal Institute of British Architects for his consideration and intercession on the Insured's behalf if the facts are considered to warrant this by the person so nominated, and the Insurers agree to give due and proper consideration to any such intercession.

---

**8 ACCESS TO RECORDS CLAUSE**

---

The Insured shall make available to Insurers at all reasonable times, and Insurers through their designated representatives shall have the right to inspect and copy at their own expense, during the Period of Insurance and thereafter, all books, papers and other records of the Insured and its agents or brokers in connection with this Policy or the subject matter thereof.

---

**9 SEVERAL LIABILITY**

---

The subscribing Insurers' obligations under this Policy are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or any part of its obligations.

---

**10 JURISDICTION**

---

The parties are free to choose the Law applicable to this Policy. Unless specifically agreed to the contrary this Policy shall be subject to the Laws of England and Wales.

---

**11 DATA PROTECTION ACT**

---

It is agreed by the Insured that any information provided to Insurers regarding the Insured will be processed by Insurers, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, in if any, which may necessitate providing such information to third parties.

---

**12 POLICYHOLDER COMPLAINTS**

---

*AS PER INDIVIDUAL INSURER*