

# Professional Indemnity Policy

## Policy Schedule



**Policy Number**  
**iprism Reference Number**

PC/017032/00001882  
0000RNAG

### INSURED

Name of Insured	Gilbert Builders Ltd &/or Gilbert Electrical & Security Ltd
Business and no other for the purposes of this Policy	Building Contracting
Business Address	56 PINBUSH ROAD LOWESTOFT NR33 7NL

### IMPORTANT INFORMATION

Reason For Issue	Renewal
Date of Issue	21/09/2015 11:58:44
Effective Date	06/08/2015 15:28
Renewal Date	06/08/2016 00:01
Insurance Premium	£979.51
IPT (Insurance Premium Tax at the current rate)	£58.77
Policy Fee	£48.98
<b>Annual Premium</b>	<b>£1,087.26</b>

### Agency

Agent Name	Morgan Law Insurance Brokers Ltd
Agent Address	Hyde Park House 3 Crown Street Ipswich Suffolk IP1 3BJ
Agency Number	AMOR0002

### Section 1 - Professional Indemnity

Item No.	Description	Limit of Indemnity
	Professional Indemnity	£2,000,000
	Basis of Settlement for Limit of Liability	Any One Claim
	Dishonesty of Employees	Not Insured
	Libel and Slander	Not Insured
	Retroactive Cover	Insured
	Retroactive Cover Date	01/08/2013

### Section 2 - COMMERCIAL LEGAL EXPENSES

	Limit of Indemnity
Advice and Assistance (Access to Helplines)	Insured
Commercial Legal Expenses	Not Insured
Aspect Enquiries or Tax Intervention Enquiries	Not Insured

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### Endorsements & Conditions Precedent

The following Endorsements and Conditions Precedent to Liability are applicable to this Policy

None

### Interested Parties

There are no interested parties

### Excesses

The excess is the amount of each loss that you are responsible for. Unless stated otherwise on this schedule, the excesses applicable to each section are as follows.

SECTION	MINIMUM EXCESS APPLICABLE
Section 1 - Professional Indemnity	£250
Section 2 - Commercial Legal Expenses	
Sub-Section 3 - Contract Disputes	£500 - in respect of claims where the amount in dispute exceeds £5000
Sub-Section 6 - Tax Protection	£200 - in respect of Aspect Enquiries or Tax Intervention Enquiries
All Sections other than Sub-Sections 3 and 6 above	NIL

### Your Insurers

#### Sections 1 - 1 and Optional Extensions are provided by

Insurer: DUAL Corporate Risks Limited  
Registered Number: 4160680  
Registered Office: Bankside House,  
107 Leadenhall Street,  
London,  
EC3A 4AF  
Website: www.dualcorporaterisks.com  
FCA Registration Number: 312593  
Complaint Address: Customer Relations Manager, Bankside House, 107  
Leadenhall Street, London, EC3A 4AF

DUAL Corporate Risks Limited on behalf of; Liberty Mutual Insurance Europe Limited, Prudential Regulation Authority and Financial Conduct Authority no 202205  
and

Arch Insurance Company (Europe) Limited, Prudential Regulation Authority and Financial Conduct Authority no 29887

DUAL Corporate Risks is authorised and regulated by the Financial Conduct Authority. Our insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority

#### Section 2 (Commercial Legal Expenses) is provided by

Insurer: DAS Legal Expenses Insurance Company Limited  
Registered Number: 103274

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### Your Insurers (Continued)

Registered Office: DAS House,  
Quay Side,  
Temple Back,  
Bristol,  
BS1 6NH

Website: www.das.co.uk

FCA Registration Number: 202106

Complaint Address: The Complaints Officer, DAS House, Quay Side,  
Temple Back, Bristol, BS1 6NH

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

### About iprism Underwriting Agency Limited

iprism is a trading name of iprism Underwriting Agency Limited and is authorised and regulated by the Financial Conduct Authority, (FCA Register No. 460209). iprism is registered in England (no. 5604278) and our registered address is 133 Houndsditch, London EC3A 7BX.

### Cancellation Procedures

This policy may be cancelled:

By the insurer

- sending 21 days written notice to your last known address

By the insured

- giving written instruction to your insurance adviser or to us

If the policy is cancelled you may be entitled to a return of premium provided that there have been no claims or incidents likely to give rise to a claim.

If you cancel the policy within the first 14 days, and there have been no claims or incidents likely to give rise to a claim, we will refund the premium in full.

Where you pay by instalments please refer to the terms and conditions of your Credit Agreement.

If you cancel your policy you will be required to return to us any effective Certificates of Employers Liability insurance.

A full explanation of your cancellation rights can be found in your policy booklet within the General Conditions section.

### Making A Claim

If you wish to make a claim, you should contact us as soon as possible. You should not settle, reject, negotiate or agree to pay any claim without Your Insurer's written permission.

#### For claims under Sections 1 - 1 and Optional Extensions

Dedicated Telephone: 0845 465 0028

#### For claims under Section 2 (Commercial Legal Expenses)

Business Legal Advice Line: 0845 465 0030

Business Emergency Assistance Helpline: 0845 465 0030

DAS Counseling: 0845 465 0031

You may use these services 24 hours a day, 7 days a week during the Period of Insurance. Please quote reference number TS5/4871345.

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### **Customer Complaints**

This insurance is administered on behalf of Your Insurer by iprism Underwriting Agency Limited.

We hope that you are extremely happy with your iprism administered insurance policy but we do recognise that on occasions things can go wrong.

If your complaint is about the way your insurance policy was sold to you please contact the insurance advisor who arranged your policy for you. Their address and telephone number are shown on your policy schedule.

The full iprism 'Complaints Procedure' can be found both in your policy document and in the 'Contacting Your Insurer' section of this policy schedule.

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### Contacting Your Insurer

If You have a complaint about Your Insurer or a claim please contact Your Insurer directly. Their contact details can also be found on Your Policy Schedule.

If You are not happy with the service provided under Section 2 (Commercial Legal Expenses) please contact DAS Customer Relations Department; Telephone: 0117 934 0066

In writing to: Customer Relations Department, DAS House, Quay Side, Temple Back, Bristol. BS1 6NH.

By e-mail: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Details of DAS' internal complaint-handling procedures are available on request.

Once Your Insurer has received Your complaint they will;

- Send an acknowledgment of Your complaint within 5 working days of receiving it and notify You of the name of the person managing Your complaint

and

- Respond in full to Your complaint within 8 weeks. If this is not possible for any reason they will write to You to explain why they have not been able to settle the matter quickly. They will also let You know when they will contact You again.

### If you are still dissatisfied

If You remain dissatisfied and Your insurer subscribes to the service, You may refer Your complaint to the Financial Ombudsman Service (FOS);

Telephone: 0800 023 4567 if calling from a landline

or

0300 123 9123 if calling from a mobile

Website: [www.fos.org.uk](http://www.fos.org.uk)

In writing to: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London. E14 9SR.

The Financial Ombudsman Service (FOS) is available to consumers. Their service is also open to businesses employing fewer than 10 persons that have an annual turnover or balance sheet that does not exceed two million Euros, charities with an annual income of less than one million pounds Sterling or the trustee of a trust with a net asset value of less than one million pounds Sterling.

You can refer to the Financial Ombudsman Service if You are dissatisfied with Your Insurers final response or if they have not issued their final response within eight weeks from the time You first raised the complaint. However they will only consider Your complaint once You have tried to resolve it with Your Insurer.

Following the complaints process does not affect Your right to take legal action

iprism are dedicated to resolving Your complaint so if You have a complaint about iprism or wish to discuss a complaint You have with Your advisor or Insurer, please contact the iprism customer services team;

Telephone: 0845 465 0050

By e-mail: [customerservices@iprism.co.uk](mailto:customerservices@iprism.co.uk)

In writing to: Customer Services Manager, iprism Underwriting Agency Limited, 133 Houndsditch, 5th Floor, London. EC3A 7BX.

### How We Use Your Information and Who We Share It With

This information explains how we may use your details and tells you about the systems that we use that allow us to detect and prevent fraudulent applications and claims.

We will use your information to manage your insurance policy, including underwriting and claims handling. This may include disclosing it to other insurers, third party suppliers, loss adjusters and reinsurers.

### **Claims and Underwriting Exchange Register**

Insurers pass information to the Claims and Underwriting Exchange Register, run by Insurance Database Services Limited (IDS Ltd.). The aim is to help us to check information provided and also to prevent fraudulent claims. When we deal with your request for insurance, we may search the register.

When you tell us about an incident (such as a fire, water damage or theft) which may or may not give rise to a claim, we will pass information relating to it to the register.

### **Data Protection**

For Data Protection Act purposes your personal data will be held, whether or not you purchase a product, on computer paper file or other format and processed for insurance administration. The data supplied may be shared with other parties involved in the provision of the policy and the handling of claims, including insurance companies, claims adjusters, fraud detection and prevention services, reinsurance companies and regulatory authorities. Your data may also be sent, in confidence, for processing to other companies including those located outside the European Economic Area.

We will hold this information for a reasonable period of time to ensure that a clear and complete history of insurance enquiries, applications, policy records and transactions is maintained. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998.

You have the right to apply for details of the personal information we hold about you (for which we charge a fee).

By entering into this contract of insurance you have confirmed your authority to disclose your personal data and consent on your behalf to the processing of that data.

You have a right to access (subject to limited exceptions) and if necessary rectify the information that we hold.

You are advised to keep a record (including copies of letters) of all information supplied to us for the purpose of entering into the contract.

### **Credit Search**

We use information obtained from a number of sources including credit reference agencies. This helps us to confirm your identity and allows us to give you a quotation.

### **Fraud Prevention and Detection**

We will check your information against a range of registers and anti-fraud databases for completeness and accuracy. We may also share your information with law enforcement agencies, other organisations and public bodies.

If we find that fraud or inaccurate information has been given to us or we suspect fraud we will take appropriate action. If fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations including those from other countries may also access and use this information to prevent fraud and money laundering.

### **Sensitive Information**

Some of the personal information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998. We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents.

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### Law and Jurisdiction

Unless You and We have agreed otherwise this contract shall be subject to English Law and the Courts of England shall have exclusive jurisdiction in all disputes connected with this Policy.

If there is any dispute as to which law and jurisdiction apply it will be English law and the Courts of England

### **CALLS MAY BE MONITORED AND RECORDED AND MAY BE USED FOR FRAUD PREVENTION AND DETECTION AND FOR QUALITY CONTROL AND TRAINING PURPOSES**

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