



1 Fryers Lane
High Wycombe
Buckinghamshire
HP12 3AN

t: 01494 450886
f: 01494 815569

e: info@chilternsearches.com

www.chilternsearches.com

Professional Indemnity Insurance Policy





SCHEDULE

Policy: HU PI6 1415942 (5)

INSURANCE DETAILS

Period of Insurance: Continuous cover from 01 December 2006 until 21 days after non-payment to us of any premium due.
Underwritten by: Hiscox Insurance Company Limited
Payment Method : Payment by Monthly Direct Debit

INSURED DETAILS

Insured : Chiltern Searches
Address : 1 Fryers Lane
 HIGH WYCOMBE
 Buckinghamshire
 HP12 3AN
Additional Insureds : There are no Additional Insureds on this policy.
Business Description: SP - Miscellaneous
General Wording: General Terms and Conditions (4)

PREMIUM DETAILS



PROFESSIONAL INDEMNITY FOR SPECIFIC PROFESSIONS

Limit of Indemnity	Excess	Annual Premium	Annual Tax	Monthly
£ 2,000,000	£ 500			

Wording: PI SP Portfolio (2)
Proposal Form Dated: 07/11/2006
Limit Applies to : any one claim excluding defence costs
Excess Applies to : each claim or loss excluding defence costs
Geographical Limits : Worldwide
Applicable Courts : Worldwide excluding claims brought in USA\CANADA

Business Activities

Local Authority searches & other property information reports

What is not Covered

Claims first brought in the USA / Canada are NOT covered

Endorsements

113.1 Loss of own documents endorsement
400.0 Business performed in the past
601.0 businessshr



SCHEDULE

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The General Terms of this policy and the terms, conditions and exclusions of the relevant section all apply to this endorsement except as modified below:

Professional Indemnity Clauses In Full

Clause	113.1	<p>Loss of own documents endorsement</p> <p>This section is extended to cover you against the cost of restoring or replacing any document, information or data of yours which is necessary for the performance of your business activity if you discover during the period of insurance that it has been lost, damaged or destroyed while in your possession. This does not include any bearer bonds, coupons, share certificates, stamps, money or other negotiable documents or any artwork created in the performance of your business activity.</p> <p>We will not make any payment arising from the loss or distortion of any data held electronically.</p> <p>HOW MUCH WE WILL PAY</p> <p>We will pay the reasonable expenses you incur with our prior written consent in restoring or replacing the lost, damaged or destroyed document, information or data.</p> <p>This endorsement does not increase the total amount we will pay for all claims inclusive of defence costs, and your own losses, arising from dishonesty and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone. You must pay the relevant excess shown in the schedule.</p>
Clause	400.0	<p>Business performed in the past</p> <p>We will not make any payment for any claim or loss which arises from any business activity performed or any dishonesty committed, or if applicable any document, information or data lost, damaged or destroyed, before: 01/12/05</p>
Clause	601.0	<p>businesshr</p> <p>As a Hiscox client you will receive free access to the businesshr service. businesshr are experts in human resources and will take care of understanding and implementing complex employment legislation - leaving you free to concentrate on managing your business. With your Hiscox policy you have access to the businesshr website - an online HR department as well as the HR risk audit - a tool to help you ensure your business is compliant. All details about this service are in the enclosed leaflet.</p>

CLAUSES - Applicable to the whole policy.



SCHEDULE

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Clause	25.1	Continuous policy endorsement
		<p>1. We agree to give you continuous cover under this Policy. To achieve this, all of the references in this Policy to Period of Insurance shall be for a continuous period starting with the date in the Schedule, until either you or we cancel this Policy. However, you must tell us as soon as reasonably practicable if any of the current actual Information exceeds the Maximum in the latest Duty of Disclosure Reminder.</p> <p>2. In view of the continuous nature of this Policy, we may at our discretion, tell you of our intention to amend its premium and/or Terms and Conditions. If you are unhappy with our proposed amendments, you will have the option to decline to continue this insurance.</p>

Clause	Data Protection Act
	<p>By accepting your Policy, you consent to us using the information we may hold about you for the purposes of providing insurance and handling claims, if any, and to process sensitive personal data about you where this is necessary (for example health information or criminal convictions). This may mean we have to give some details to third parties involved in providing insurance cover. These may include insurance carriers, third-party claims adjusters, fraud detection and prevention services, reinsurance companies and insurance regulatory authorities. Where such sensitive personal information relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by us as set out above. The information provided will be treated in confidence and in compliance with the Data Protection Act 1998. You have the right to apply for a copy of your information (for which we may charge a small fee) and to have any inaccuracies corrected.</p> <p>For training and quality control purposes, telephone calls may be monitored or recorded</p>

PROFESSIONAL INSURANCE PORTFOLIO POLICY WORDING

A seamless integrated insurance solution for professionals.

We can provide one or all of the following covers:

- Professional Indemnity
- Employment Practices Liability
- Directors and Officers Liability
- Internet and Email
- Property and Loss of Income Insurance
- Personal Accident and Illness
- Group Travel
- General Liability, Public and Products Liability
- Employers' Liability
- Commercial Legal Protection

Subject to underwriting criteria.

OUR PROMISE
TO YOU

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Signed for and on behalf of Hiscox Insurance Company Limited:



Steve Langan
Managing Director

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

COMPLAINTS
PROCEDURE

We pride ourselves on providing a first class, reliable and efficient service to all of our customers. Complaints are a key to monitoring our service and wherever possible, **we** seek to take action to prevent recurrence of a problem.

We define a complaint as any expression of dissatisfaction, whether oral or written, and whether justified or not, about a service or activity provided by the insurance company.

If you have a complaint, please contact your insurance broker in the first instance. If your complaint cannot be resolved satisfactorily by your insurance broker, please contact our customer services team:

Customer Services
Telephone: 0870 084 3777
Email: customerservices@hiscox.com

Hiscox Insurance Company Ltd, 1 Great St Helen's, London EC3A 6HX.

You may also, in accordance with the Rules of the Financial Services Authority, be able to refer **your** complaint to the Financial Ombudsman Service without affecting **your** legal rights. The address is:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Telephone: 0845 080 1800

**GENERAL
DEFINITIONS**

Words shown in **bold** type have the same meaning wherever they appear in this **policy**.

The words defined below are used throughout this **policy**. Any other definitions are shown in the section to which they apply.

Asbestos risks	<ul style="list-style-type: none">a. the mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; orb. exposure to asbestos, asbestos fibres or materials containing asbestos; orc. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos
Business	Your business or profession as shown in the schedule.
Confiscation	Confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
Date recognition	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim.
Geographical limits	The geographical area shown in the schedule.
Nuclear risks	<ul style="list-style-type: none">a. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;b. any products or services which include, involve or relate in any way to anything in (a) above, or the storage, handling or disposal of anything in (a) above;c. all operations carried out on any site or premises on which anything in (a) or (b) above is located.
Period of insurance	The time for which this policy is in force as shown in the schedule.
Policy	This insurance document and the schedule, including any endorsements .
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ul style="list-style-type: none">a. Is committed for political, religious, ideological or similar purposes; and

**GENERAL
DEFINITIONS**

- b. is intended to influence any government or to put the public, or any section of the public, in fear; and
- c.
 - i. involves violence against one or more persons; or
 - ii. involves damage to property; or
 - iii. endangers life other than that of the person committing the action; or
 - vi. creates a risk to health or safety of the public or a section of the public; or
 - v. is designed to interfere with or to disrupt an electronic system.

Virus	A piece of unauthorised executable code which propagates itself through your computer system or network.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We / us / our	Hiscox Insurance Company Limited.
You / your	The insured named in the schedule

**CONDITIONS
PRECEDENT**

General Conditions 2, 3 and 4 below, General Claims Condition 1 and the conditions shown in each section under the heading **Your Obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

**GENERAL
CONDITIONS**

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

1. *Basis of insurance*

Because of its importance, all information which **you** or anyone on **your** behalf provided before **we** agreed to insure **you** is incorporated into and forms the basis of this **policy**.

All facts and matters which might be relevant to **our** consideration of **your** proposal must be disclosed and all material representations made to **us** must be true, otherwise **we** are entitled to treat this insurance as if it had never existed.

2. *Change of circumstances*

You must tell **us** as soon as reasonably possible of any change in circumstances during the **period of insurance** which may materially affect this **policy**. (A material fact or circumstance is one which might affect **our** decision to provide insurance or the conditions of that insurance.) **We** may then change the terms and conditions of this **policy**.

GENERAL
CONDITIONS

3. *Due diligence*

You must take reasonable steps to prevent accident or injury and to protect **your** property against loss or damage. **You** must keep any property insured under this **policy** in good condition and repair.

4. *Premium payment*

We will not make any payment under this **policy** unless **you** have paid the premium.

5. *Cancellation*

You or **we** can cancel the **policy** by giving 30 days' written notice. **We** will give **you** a refund of the premium for the remaining period.

If **you** pay the premium by instalments and an instalment remains unpaid after 14 days, **we** may cancel this **policy** from the date the last instalment was due.

6. *Multiple insureds*

The most **we** will pay is the relevant amount shown in the schedule.

If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the **policy**.

7. *Aggregate limit*

Where this **policy** specifies an aggregate limit, this means **our** maximum payment for all relevant claims or losses covered under the **policy** during the **period of insurance**.

If the **period of insurance** is continuous, the aggregate limit will apply to all relevant claims or losses covered under the **policy** during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.

8. *Rights of third parties*

You and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

9. *Other insurance*

This **policy** does not cover any loss or claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist.

10. *Governing law*

Unless some other law is agreed in writing, this **policy** will be governed by the laws of England.

11. *Arbitration*

Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.

**GENERAL CLAIMS
CONDITIONS**

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

1. *Your obligations*

We will not make any payment under this **policy** unless **you**:

- a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy**, in accordance with the terms of each section;
- b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**;
- c. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim;
- d. give **us** all assistance which **we** may reasonably require **to** pursue recovery of amounts **we** may become liable to pay under this **policy**, in **your** name but at **our** expense.

2. *Fraud*

If **you**, or anyone on **your** behalf, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then **we** will treat this **policy** as if it had never existed.

PROFESSIONAL INDEMNITY FOR SPECIFIC OR MISCELLANEOUS PROFESSIONS

The General Terms and Conditions and the following terms and conditions all apply to this section.

SPECIAL DEFINITIONS FOR THIS SECTION

Business activity	The activities shown in the schedule, which you perform in the course of your business .
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
You / your	Also includes any person who was, is or during the period of insurance becomes your partner or director or senior manager in actual control of your operations.

WHAT IS COVERED

Claims against you

If during the **period of insurance**, and as a result of **your business activity** within the **geographical limits** for clients, any party brings a claim against **you** for:

- a. negligence or breach of a duty of care,
- b. negligent misstatement or negligent misrepresentation,
- c. infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off,
- d. breach of confidence or misuse of any information, which is either confidential or subject to statutory restrictions on its use,
- e. defamation,
- f. dishonesty of **your** individual partners, directors, employees or self-employed freelancers directly contracted to **you** and under **your** supervision,
- g. any other civil liability unless excluded under WHAT IS NOT COVERED below,

we will indemnify **you** against the sums **you** have to pay as compensation.

We will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

Avoiding a potential claim against you

If **your** client has reasonable grounds for being dissatisfied with the work **you** have done, refuses to pay for any or all of it, including amounts **you** legally owe to subcontractors at the date of the refusal, and threatens to bring a claim against **you** for more than the amount owed, it may be possible to settle the dispute with the client by **your** agreeing not to press for the disputed amount. If so, **we** will pay **you** the amount owed to **you** at that time if **we** believe that this will avoid a legitimate claim for a greater amount and **we** have given **our** prior written approval to settling in this way and for this amount.

**WHAT IS
COVERED**

Alternatively, if it is not possible to reach agreement with the client on this basis but **we** still believe that by not pressing for the disputed amount **you** will avoid a legitimate claim or counterclaim for a greater amount, **we** will pay the amount owed to **you** at that time. If a claim is still brought, **we** will deal with it but **our** total payment, including what **we** have already paid **you** or on **your** behalf, will not exceed the applicable limit of indemnity shown in the schedule. **You** must return the amount **we** have paid if **you** eventually recover the debt less **your** reasonable expenses.

Once **we** agree to make this payment **you** will assign to **us** such rights as **you** have in relation to the amounts owed to **you**.

We will not make any payment for any part of a claim not covered by this section.

Your own losses

If during the **period of insurance**, and in the performance of **your business activity** within the **geographical limits**, **you** suffer a loss from the dishonesty of **your** employees or self-employed freelancers directly contracted to you and under **your** supervision, where there was a clear intention to cause **you** loss or damage and to obtain a personal financial gain over and above any salary, bonus or commission, **we** will indemnify **you** against **your** direct financial loss.

**WHAT IS NOT
COVERED**

**Matters specific to your
business**

A. **We** will not make any payment for any claim or loss directly or indirectly due to:

1. any investment of, or direct advice on the investment of, client funds.
2. any survey or valuation of physical property or any construction or erection work, other than heating, lighting, electrical, venting and other work normally undertaken by a Building Services Engineer.
3. **your** operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or **your** breach of any legislation or regulation related to these activities.
4. **your** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
5. any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
6. the work of any personnel supplied by **you** to a client, unless **you** have breached a duty of care in supplying them.
7. transmission of a computer **virus**.
8. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
9. the death or any bodily or mental injury or disease suffered by anyone, unless arising directly from **your** breach of a duty of care in the performance of a **business activity**.

**Matters insurable
elsewhere**

**WHAT IS NOT
COVERED**

- | | |
|--|--|
| <p>Deliberate, reckless or dishonest acts</p> | <p>10. anyone's employment with or work for you, or any breach of an obligation owed by you as an employer or any kind of discrimination, harassment or unfair treatment.</p> <p>11. the ownership, possession or use of any land or building, any animal, any aircraft, watercraft or any motor vehicle.</p> <p>12. the loss, damage or destruction of any tangible property, unless arising directly from your breach of a duty of care in the performance of a business activity.</p> <p>13. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.</p> <p>14. any personal liability incurred by a director or officer of yours when acting in that capacity or managing your business, or your breach of any fiduciary duty, other than when performing a business activity for a client, or any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements.</p> <p>15. your supply, manufacture, sale, installation or maintenance of any product.</p> <p>16. any statement you knew, or ought reasonably to have known, was defamatory at the time of publication.</p> <p>17. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim or your own loss under the dishonesty cover in WHAT IS COVERED, but we will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.</p> |
| <p>Pre-existing problems</p> | <p>18. any shortcoming in your work or your own loss which you knew about, or ought reasonably to have known about, before we agreed to insure you.</p> |
| <p>Date recognition</p> | <p>19. date recognition.</p> |
| <p>War, terrorism and nuclear</p> | <p>20. war, terrorism or nuclear risks.</p> |
| <p>Asbestos</p> | <p>21. asbestos risks.</p> |
| <p>Claims brought by a related party</p> | <p>B. We will not make any payment for:</p> <p>1. any claim brought by an insured within the definition of you or any party with a financial, executive or managerial interest in you, including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third party directly arising out of the performance of your business activity.</p> |
| <p>Restricted recovery rights</p> | <p>2. that part of any claim where your right of recovery is restricted by any contract.</p> |
| <p>Consequential loss</p> | <p>3. your lost profit, mark-up or liability for VAT or its equivalent.</p> |
| <p>Claims outside the applicable courts</p> | <p>4. any trading loss or trading liability including those arising from the loss of any client, account or business.</p> |

WHAT IS NOT COVERED

Non-compensatory payments

5. fines and contractual penalties, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.

Claims outside the applicable courts

6. any claim, including arbitration, brought outside the countries set out in the schedule under Applicable Courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

HOW MUCH WE WILL PAY

We will pay up to the limit of indemnity shown in the schedule unless limited below. **We** will also pay for **defence costs**. However, if a payment greater than the limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the relevant **excess** shown in the schedule.

When **we** settle **your** own losses from dishonesty, **we** will deduct any sums **you** owe or the value of any property **you** hold belonging to the perpetrator.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim. This includes such claims and losses arising after, as well as during, the **period of insurance**.

Special limits

For claims and **your** own losses arising from dishonesty and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone, the most **we** will pay is a single limit of indemnity for the total of all such claims, their **defence costs** and **your** own losses. **You** must pay the relevant **excess** shown in the schedule.

Paying out the limit of indemnity

At any stage of a claim **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for that claim or its **defence costs**.

YOUR OBLIGATIONS

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of a shortcoming in **your** work for a client which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance.

**YOUR
OBLIGATIONS**

- b. any claim or threatened claim against **you**.
 - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any partner, director, employee or self-employed freelancer has acted dishonestly.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.

**CONTROL OF
DEFENCE**

We have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any claim. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.