



## **PROFESSIONAL INDEMNITY INSURANCE POLICY ARCHAEOLOGISTS**

**(This is a "claims made" Policy & only covers claims notified during the Period of Insurance)**

IN CONSIDERATION of the Insured named in the Schedule hereto having paid to the Insurers the premium set forth in the Schedule, THE INSURERS HEREBY AGREE to provide the insurance described in this Policy for the Period of Insurance shown in the Schedule subject to all the terms and conditions contained herein or endorsed hereon.

### **PROVIDED THAT :**

- a)** the total liability of the Insurers shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto
- b)** this Policy shall not be in force unless it has been signed by the Insurers Agent for and on behalf of the Insurers
- c)** this Policy the Schedule (including any Schedule issued in substitution ) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal or any information supplied by the Insured shall be incorporated in and shall be the basis of the contract and is a condition precedent to any indemnity hereunder

### **DEFINITIONS : For the purposes of this insurance the following definitions are to apply :**

#### **1 PROFESSIONAL BUSINESS:**

those services which are normally undertaken by an Archaeologists or as otherwise declared to Insurers hereto and performed in the conduct of business by or on behalf of the Firm(s) named in the Schedule.

#### **2 THE INSURED:**

shall mean any of the following:

- a)** those persons named in the last completed proposal form and any other person or persons who have subsequently become Partner(s)/ Director(s) in the Firm(s) prior to the expiry of the Policy Period specified in the Schedule,
- b)** any former Partner(s)/Director(s) of the Firm(s) for services performed for and on behalf of the Firm(s) including retired Partner(s)/Director(s) remaining as Consultants to the Firm(s),
- c)** any person who is or has been under a contract of service for and/or on behalf of the Firm(s),
- d)** the Estates and/or legal representatives of any of the persons noted under a),b) or c) hereof in the event of their death, incapacity, insolvency or bankruptcy,
- e)** any Firm(s) named in the Schedule.

#### **3 FIRM(S):**

shall mean the Firm(s) named in the Schedule or the predecessors in business of the said Firm(s) as disclosed to Insurers.

#### **4 DOCUMENTS:**

shall mean deeds, wills, agreements, maps, plans, records, books, letters, Policies, computer system records, forms and documents of whatsoever nature whether written, printed or reproduced by any other method (other than bearer bonds, coupons, bank notes, currency notes and negotiable instruments).

## **5 POLICY PERIOD:**

shall mean the Period of Insurance specified in the Schedule.

## **6 INSURERS:**

Royal & Sun Alliance Insurance plc St Marks Court Chart Way Horsham West Sussex RH12 1XL

## **7 INSURERS AGENT:**

Saturn (a trading name of Martello Professional Risks Limited, a wholly owned subsidiary of Royal & Sun Alliance Insurance plc)

Underwriting Centre: Saturn House 130/132 High Street Chesham Bucks HP5 1EF

Claims Centre: Caveat House 14 Lovat Lane London EC3R

## **INSURING CLAUSES**

**The insurers to the extent and in the manner hereinafter provided hereby agree:**

### **1 CIVIL LIABILITY**

To indemnify the Insured against any claim or claims first made against them or any of them during the Policy Period in respect of any civil liability whatsoever or whensoever arising (including liability for Claimants' costs) incurred in the course of any **PROFESSIONAL BUSINESS** carried on by the Insured.

Where a series of such claims arise from a breach of or repeated breaches of a single duty or identical duties owed and arising from a single engagement all claims within that series shall for the purpose of the Limit of indemnity (Condition 7) and the excess (Condition 8) under this Policy be treated as a single claim.

### **2 LOSS OF DOCUMENTS**

To indemnify the Insured against reasonable costs and expenses of whatsoever nature incurred by the Insured in replacing or restoring DOCUMENTS either the property of or entrusted to or lodged or deposited with the Firm(s), having been discovered during the Policy Period to have been damaged, lost or mislaid and which after diligent search cannot be found.

### **3 DEFENCE COSTS AND EXPENSES**

Insurers shall in addition indemnify the Insured in respect of all costs and expenses incurred with their written consent in the defence or settlement of any claim which falls to be dealt with under Insuring clause 1 of this Policy, provided that if a payment in excess of the Limit of Indemnity specified in the Schedule to this Policy has to be made to dispose of such a claim, the Insurers liability for such costs and expenses shall be of such proportion hereof as the Limit of Indemnity specified in the Schedule to this Policy bears to the amount paid to dispose of that claim.

### **4 COMPENSATION FOR COURT ATTENDANCE**

In the event of the legal advisers acting on behalf of the Insured, but only where prior consent of the Insurers has been obtained requiring any of the Insured or their Employees to attend court as a witness in connection with a claim made against the Insured and notified under this insurance the Insurers will provide compensation at the following rates for each days attendance

- a) Any principal partner consultant or director of the Insured £250
- b) Any employee £150

## **SPECIAL CONDITIONS only to apply where this is a renewal to the Insurers Agent**

- 1a) Insurers will not exercise their right to avoid this Policy where there has been non-disclosure or misrepresentation of facts or untrue statements in the proposal form, provided always that the Insured shall establish to Insurers satisfaction that such non-disclosure, misrepresentation or untrue statement was free of any fraudulent intent,
- b) however, in the case of a claim first made against the Insured during the Period of this Insurance where:
  - i) they had previous knowledge of the circumstances which could give rise to such claim and
  - ii) they should have notified the same under any preceding Insurance, then, where the indemnity or cover under this Policy is greater or wider in scope than that to which the Insured would have been entitled under such preceding Insurance (whether with other Insurers or not), Insurers shall only be

liable to afford indemnity to such amount and extent as would have been afforded to the Insured by such preceding Insurance.

- 2 Where the Insured's breach of or non-compliance with any Condition of this Policy has resulted in prejudice to the handling or settlement of any claim Insurers shall be entitled to reduce the indemnity afforded by this Policy in respect of such claim (including costs and expenses) to such sum as in the Insurers reasonable opinion would have been payable by them in the absence of such prejudice.
- 3 In the event of any dispute or disagreement between the Insured and Insurers regarding the application of these Special Conditions, such dispute or disagreement shall be referred by either party for arbitration to any person nominated.

## **EXCLUSIONS**

### **The Policy shall not indemnify the Insured against:**

- 1 any claim or loss where the Insured are entitled to indemnity under any other Insurance(s) except in respect of any excess beyond the amount which would have been payable under such Insurance had this Policy not been effected,
- 2 any claim or circumstance that may give rise to a claim which has been notified to any Insurance Intermediary or Insurer pursuant to any other Policy or Policy of Insurance attaching prior to the inception of this Policy or disclosed on the completed proposal form that shall form the basis of this contract,
- 3 any claim or loss 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,
- 4 any claim or loss arising out of the death or bodily injury or disease of an Employee under a contract of service with the Firm(s) whilst in the course of employment for or on behalf of the Insured,
- 5 any claim brought by a Firm, company or organisation controlling the Insured Firm(s) or of which any Partner(s)/Director(s) of the Firm(s) have control unless such claim or claims originates from an independent third party,
- 6 any claim or loss arising out of the use of any motor vehicles by the Insured in circumstances in which provisions of the Road Traffic Acts apply,
- 7 any claim or loss arising out of the ownership by the Insured of any buildings, premises or land or that part of any building leased, occupied or rented by the Insured,
- 8 any claim or loss arising out of any dishonesty or fraud of any person after discovery by the Insured, in relation to that person of reasonable cause for suspicion of fraud or dishonesty,
- 9 any claim or loss arising out of any trading losses or trading liabilities incurred by any business managed or carried on by the Insured including loss of any client account or business,
- 10 any liability for any amount of liquidated damages or penalties or which arises out of any express guarantee assumed by the Insured under a contract or agreement which would not otherwise have attached in the absence of such contract or agreement,
- 11 Liability in respect of any action brought against the Insured in a Court of Law outside the United Kingdom Northern Ireland The Irish Republic Channel Islands and Isle of Man
- 12 any claim or loss arising out of loan surveys inspections valuations and architectural engineering design
- 13 any claim or loss whether directly or indirectly caused by, or contributed to by, or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or

- 14 any claim or loss where the cause of such claim or loss occurred or was alleged to have occurred prior to the Retroactive Date specified in the Schedule
- 15 liability arising directly or indirectly from
- a) the mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
  - b) exposure to asbestos, asbestos fibres or materials containing asbestos; or
  - c) 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
- 16 any claim or costs or expenses arising directly or indirectly out of War Risks or Terrorism

For the purposes of this exclusion:

a) Terrorism means an act of any person acting on behalf of or in connection with any individual or organization which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto (based on law or in fact)

b) War Risks means war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

- 17 claims costs or expenses arising from contracts subject to the Laws of the United States of America and/or Australia
- 18 claims costs or expenses arising from the provision of advice design or specification where the Insured;
- a) manufactures constructs erects or installs or
  - b) supplies materials, equipment or products

## GENERAL CONDITIONS

- 1 The Insured shall not admit liability for, or settle any claim, or incur any costs or expenses in connection therewith, without the written consent of the Insurers who shall be entitled at any time to take over and conduct in the name of the Insured or the said Firm(s) as the case may be, the defence or settlement of any such claim. Nevertheless neither the Insured nor the Insurers shall be required to contest any legal proceedings unless a Queen's Counsel (to be mutually agreed upon by the Insured and the Insurers) shall advise that such proceedings should be contested.
- 2 The Insured shall give to the Insurers Agent as soon as possible details in writing of;
- a) any claim or claims made against them,
  - b) the discovery of any loss to them which may be the subject of indemnity hereunder.
- 3 The Insured shall give to the Insurers Agent notice in writing as soon as possible during the Policy Period of:
- a) any circumstance of which the Insured shall first become aware during the Policy Period which may give rise to a claim against them,
  - b) the discovery of a reasonable cause for suspicion of dishonesty or fraud on the part of a present Partner, Director or Employee of the Firm(s) whether giving rise to a claim or loss under this Policy or not,

Provided notice has been given in accordance with this Condition then any subsequent claim made against the Insured or any loss discovered by the Insured shall be deemed to have been made or discovered during the Policy Period.

- 4 Where notice has been given in accordance with General Condition 2 or 3 the Insured shall give such full co-operation to Insurers as they shall reasonably require.
- 5 If any payment is made under this Policy in respect of a claim and the Insurers are thereupon subrogated to the Insured's rights of recovery in relation thereto it is agreed that the Insurers shall not exercise such rights against any Employee of the Insured unless such claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the Employee.
- 6 If the Insured shall make any claim under this Policy fraudulently or knowing the same to be fraudulent as regards amount or otherwise this Policy shall become void and all claims hereunder shall be forfeited.
- 7 The liability of the Insurers shall not exceed for any one claim by the Insured under this Policy the sum specified in the Schedule except that their liability for or in respect of the replacing or restoring of computer system records shall not exceed £50,000 any one claim and £150,000 in the aggregate.
- 8 If an amount is specified under Excess in the Schedule this amount shall be borne by the Insured at their own risk, and Insurers Liability shall only be in excess of this amount. The amount specified in the Schedule shall not be applicable to:
  - a) claims or losses falling under Insuring Clause 2 of the Policy,
  - b) claims arising out of any libel or slander,
  - c) costs and expenses incurred with Insurers written consent. Such consent not to be unreasonably withheld.
- 9 The proper law for the interpretation of this Policy is English Law. The Courts of England and Wales alone shall have jurisdiction for hearing and determining any litigation arising out of or in connection with the interpretation of this Policy and any arbitration proceedings shall be heard and determined solely in England in accordance with English Law and procedure.
- 10 The Insured shall give immediate notice in writing, with full particulars, of the happening of any occurrence likely to give rise to a claim under this Policy, of the receipt by the Insured or notice of any claim and of the institution of any proceedings against the Insured, together with the Policy number to Insurers Agent
- 11 The Insured undertakes that the premium will be paid in full to the Insurers Agent (or in respect of installment premiums when due).

If the premium due under this policy has not been so paid to the Insurers Agent (and in respect of instalment premiums by the date they are due) the Insurers Agent shall have the right to cancel this policy by notifying the Insured via the broker in writing. In the event of cancellation premium is due to the Insurers Agent on a pro rata basis for the period that the Insurers are on risk but the full policy premium shall be payable to the Insurers Agent in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that the Insurers Agent shall give not less than 15 days prior notice of cancellation to the Insured via the broker. If the premium due is paid in full to the Insurers Agent before the notice period expires notice of cancellation shall automatically be revoked. If not the policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.