

## Professional Indemnity Insurance Schedule

**Policy Number:** P211PA0000293  
**Broker:** Hera Indemnity Limited  
**Date:** 11 November 2021  
**Insured:** Blue Aardvark Joinery Limited  
**Professional Business:** Joinery and Fitout Contractor  
**Period of Insurance:** Start Date: 11 November 2021 Expiry Date: 10 November 2022 inclusive  
**Limit of Indemnity:** £2,000,000  
**Basis of Limit:** Per **Single Claim**  
**Defence Costs** included in the **Limit of Indemnity**  
**Excess:** £2,500  
**Basis of Excess:** Per **Single Claim**  
 Applicable to **Defence Costs**  
**Policy Wording:** AQUW/DC/04.19 Design & Construction Professional Indemnity Policy Wording  
**Retroactive Date:** None  
**Territorial Limits:** Worldwide excluding United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof  
**Jurisdictional Limits:** Worldwide excluding United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof

Premium	Insurance Premium Tax	Fee	Total
£6,000.00	£720.00	£500.00	£7,220.00

In accordance with the authority granted under binding authority number(s) B1179I272721000, GBF011633210 to the signatory and in consideration of the premium paid specified herein, the said Insurers are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

In Witness whereof this policy has been signed by



Danny French (CEO)

Schedule of Insurer(s)	Contract(s)	Percentage
Certain Underwriters at Lloyd's	B1179I272721000	25.00%
XL Catlin Insurance Company UK Limited	B1179I272721000	25.00%
Amtrust Europe Limited	B1179I272721000	25.00%
Allianz Global Corporate & Specialty SE	GBF011633210	25.00%

Aqueous Underwriting is a trading name of Aqueous Management Limited which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities. Aqueous Management Limited is registered in England and Wales. Company Number 09634781.

Registered Address at 30 Fenchurch Avenue, London, England, EC3M 5AD.

The above details can be checked on the Financial Services Register by visiting the FCA website and searching by FRN.

**Endorsements:**

**AQUW187**      **Fire Combustibility Endorsement**

The **Insurer** will not be liable under this **Policy** for any **Claim**, costs or matter otherwise insured directly or indirectly arising out of or connected to the combustibility or fire safety requirements of any cladding, glazing, doors, insulation, cavity barrier, external wall system or internal wall system of any building or structure; including (but not limited to) any component, gasket, composite product or material used in the manufacture, assembly or construction thereof.

**AQUW195**      **EWS1 Form Exclusion**

The **Insurer** will not be liable under this **Policy** to the extent that any **Claim**, costs or matter otherwise insured arises from, relates to or involves EWS1 form (or any revision thereof).

**AQUW183**      **Fire Retardant Building standards and Regulations**

The **Insurer** will not be liable under this **Policy** to the extent that any **Claim**, costs or matter otherwise insured arises from, relates to or involves building standards or building regulations in respect of fire resistance or fire retardant characteristics of buildings.

**AQUW196**      **Cyber and Data Protection Law Exclusion**

- 1) This **Endorsement** takes priority over any other provision in this **Policy** save that this **Endorsement** shall be subject to any condition requiring the Policy to be construed consistently with the approved minimum insurance wordings of the Royal Institution of Chartered Surveyors or the Institute of Chartered Accountants of England & Wales, Scotland or Ireland.
- 2) Save as expressly provided in this **Endorsement**, or by other restrictions in this **Policy** specifically relating to the use of, or inability to use, a **Computer System**, no cover otherwise provided under this **Policy** shall be restricted solely due to the use of, or inability to use, a **Computer System**.
- 3) This **Policy** excludes any loss, damage, liability, **Claim**, costs, expense, fines, penalties, mitigation costs or any other amount directly caused by, directly resulting from or directly arising out of:
  - a) a **Cyber Act**; or
  - b) any partial or total unavailability or failure of any **Computer System**;  
  
provided the **Computer System** is owned or controlled by the **Insured** or any other party acting on behalf of the **Insured** in either case; or
  - c) the receipt or transmission of malware, malicious code or similar by the **Insured** or any other party acting on behalf of the **Insured**.
- 4) This **Policy** excludes any loss, damage, liability, **Claim**, costs, expense, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided:
  - a) to the **Insured** or any other party acting on behalf of the **Insured** by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the **Insured**;

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- b) by any utility provider, but only where such failure or interruption of service impacts a **Computer System** owned or controlled by the **Insured** or any other party acting on behalf of the **Insured**.
- 5) This **Policy** excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **Data Protection Law** by the **Insured** or any other party acting on behalf of the **Insured**.
- 6) Any cover for costs of reconstituting or recovering lost, inaccessible or damaged documents owned or controlled by the **Insured** or any other party acting on behalf of the **Insured** in this **Policy** shall not apply to **Data**.

For the purposes of this **Endorsement** the following definitions apply:

**Computer System** shall mean

any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**Cyber Act** shall mean

an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any **Computer System**.

**Data** shall mean

information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

**Data Protection Law** shall mean

any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

**AQUW168**      **Defence Costs Included within the Limit Basis - Excess applies to Defence Costs**

(A) What is Covered (Insurance Clause) Defence Costs is deleted and replaced with:

**Defence Costs**

The **Insurer** will pay **Defence Costs** incurred by the **Insurer** or by the **Insured** with the **Insurer's** prior written consent.

**Defence Costs** form part of the **Limit of Indemnity** and will erode any applicable **Excess per Single Claim**.

(B) Definition Single Claim is deleted and replaced with:

**Single Claim** shall mean

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any one or more **Claims** or matters insured under this **Policy** (including **Defence Costs**) attributable to, based upon, consequent upon or arising out of the same act, error or omission, or series of acts, errors or omissions, or originating cause or source, regardless of whether one or more claimants, causes of action, or **Insureds** are involved.

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