

Professional Indemnity Extension

Cover Schedule



Policy Number	Policyholder
QCL/MGAM/LIAB/2023/413862	Sooty Brushes Ltd

Insurance Broker
Rhino Protect Limited t/a Rhino Trade Insurance Services

Trade	Additional trade
Solid Fuel Appliance & Installation	Chimney Sweep, Flue System Installer, Solid Fuel Appliance & Installation

Period of Insurance From	Period of Insurance To
03-Nov-2023	02-Nov-2024

Limits of Cover	
Any one claim, defence costs in addition	Retroactive date
£100,000	Inception

Excess
£1,000 each and every occurrence

Notwithstanding anything contained in exclusion 7 thereof to the contrary, the Public Liability Section extends to cover You for Your legal Liability for claims arising out of negligent acts, errors or omissions committed or alleged to have been committed by You or by any Employee in the conduct, performance and/or execution of any professional services provided by You in connection with the Business.

In addition We will cover You for all costs and fees and expenses incurred by You with Our prior written consent in the defence or settlement of any claim for which cover is provided by this extension including legal expenses:

- a. arising out of representation at any coroner's inquest or fatal accident enquiry.
- b. arising out of the defence of any proceedings in any court in respect of matters which may form the subject of cover under this extension

Limit of Liability

Our liability for all damages, costs fees and expenses under this extension shall not exceed the limit of indemnity in the aggregate in any one Period of Insurance. This sum will form part of and not be in addition to the Limit of Liability stated in the Schedule for the Public Liability Section.

Additional Conditions applicable to this extension

1. Claims Made

This extension will only apply where a claim is first made against You during the Period of Insurance and notified to Us during the Period of Insurance and where such claim relates to professional services provided by You in connection with the Business on or after the Retroactive Date specified below.

Additional Exclusions applicable to this extension

1. We will not cover You for the first £1,000 in respect of each and every claim under this extension. This amount will apply instead of the amount shown in the Schedule as the excess for the Public Liability Section.
2. We will not cover You for any liability for:
 - a. any claim against You made or threatened or intimated in any way before the commencement of the Period of Insurance.
 - b. any claim relating to professional services provided by You in connection with the Business prior to the Retroactive Date specified below.
 - c. any judgment, award or settlement not made under the laws of England and Wales.
 - d. any judgment, award or settlement made by any court of law outside the United Kingdom.
 - e. any order made by a court of law within the United Kingdom to enforce a judgment award or settlement, either in whole or in part, made by any court of law outside the United Kingdom.
 - f. any claim made against You by Your associated, parent or subsidiary company or by any person or entity having a financial or executive

interest in the operation of the entity named in the Schedule unless the claim is for an indemnity or contribution in respect of a claim made by an independent third party against the associated, parent or subsidiary company, person or entity and arises out of services rendered by You.

- g. the reimbursement of, or Your liability to reimburse, any fees, commission, costs or other charges paid or payable to You or any remuneration due to any of Your directors, partners, principals or Employees.

3. We will not cover You for any liability arising out of:

- a. the ownership, use, occupation or leasing of mobile and/or immobile property by, to or on Your behalf.
- b. work undertaken outside the Territorial Limits.
- c. any express warranty, guarantees or other contractual terms that increase Your liability unless it can be proven that liability would have attached to You in the absence of such express warranty, guarantee or contractual term.
- d. a circumstance, condition, fact, event or incident happening before the commencement of the Period of Insurance and known to You and which You ought reasonably to realise may give rise to a claim against You.
- e. any negligence on Your part in connection with the effecting or maintenance of insurance and/or in connection with the provision of finance or advice on financial matters.
- f. any negligence on Your part in connection with any estimate of construction where such estimates are compiled by professional qualified quantity surveyors.
- g. Your insolvency or in respect of pecuniary loss sustained by Your shareholders, stockholders or Employees.
- h. any dishonest, fraudulent, malicious or illegal act or omission by You or any of Your present or previous directors, principals, partners or Employees.
- i. any act of fraud, dishonesty, deceit, injurious falsehood, passing off or infringement of patent, copyright, trademark or trade name.
- j. the deliberate, conscious or intentional disregard by Your technical or administrative management of the need to take all reasonable steps to prevent pecuniary loss.
- k. any trading losses incurred by You.
- l. contravention or breach of data protection legislation or regulation.

Except where they are varied above, the terms and conditions and exclusions of the Public Liability Section and the general terms and conditions and exclusion of the Policy apply to this extension.

Policy Endorsement Amendment

Amendment to Endorsement

Notwithstanding anything contained in endorsement L310 Professional Indemnity Extension, it is hereby noted and agreed that for all work in connection with biomass, anaerobic digestion, hydroelectric, ground or air source heat pumps, We will not cover you for any negligence on Your part in connection with the provision of advice of a financial nature.

Except where they are varied above, the terms and conditions and exclusions of the Public Liability Section and the general terms and conditions and exclusion of the Policy apply to this extension.