

MISCELLANEOUS
PROFESSIONAL INDEMNITY INSURANCE
(Costs Inclusive).

1. **INSURING AGREEMENTS**

1.1 Insuring Clause

Whereas the company, partnership or firm as stated in Item 1 of the Schedule (the “Named Insured”) has made to Underwriters a Proposal, a copy of which is attached hereto, which is hereby agreed to be the basis of this Policy,

We, the Underwriters, in consideration of the payment of the Premium stated in Item 8 of the Schedule, agree, subject to all the terms and conditions of this Policy, to indemnify the Insured against all sums which the Insured shall become legally liable to pay as damages and claimants’ costs, fees and expenses as a result of any claim first made against the Insured and notified to Underwriters during the Period of Insurance stated in Item 3 of the Schedule arising out of any negligent act, negligent error or negligent omission by the Insured or any negligent act, negligent error or negligent omission by others for whom the Insured is legally liable, in or about the conduct of the Named Insured’s professional business as stated in the Proposal.

1.2. Defence Costs

Underwriters agree to pay all Defence Costs as defined below.

1.3. Limit of Underwriters’ Liability

Underwriters’ total liability under this Policy shall not exceed in the aggregate the Limit of Liability stated in Item 4 of the Schedule in respect of all claims, including all Defence Costs, indemnified by this Policy.

1.4 Territory:

This policy only applies to any negligent act, negligent error, or negligent omission which was committed or was alleged to have been committed within the Territorial Limits as set forth in Item 6 of the schedule

1.5 Jurisdiction:

This policy only applies to any claims brought against the Insured under the laws of the jurisdiction as set forth in Item 7 of the schedule

2. **DEFINITIONS**

2.1 “Insured” shall mean the Named Insured stated in Item 1 of the Schedule and any past, present or future employee or director of or partner in the Named Insured,



Any heir, executors, administrators and legal representatives of each Insured, in the event of death, incapacity or bankruptcy, but only as respects liability arising out of professional services rendered prior to such Insured's death, incapacity or bankruptcy;

Any individuals or personal corporations who from time to time have been retained under personal services contracts or personal services agreements; employees on loan from others; only while acting within the scope of their duties for the Insured, including contract employees for work completed on behalf of the Insured (subject to fees being declared in the application/proposal);

- 2.2 "Defence Costs" shall mean reasonable costs and expenses incurred by the Insured with Underwriters' prior consent in the investigation, defence or settlement of any claim made against the Insured or the investigation of any circumstances of which the Insured shall become aware which might reasonably be expected to give rise to a claim being made against the Insured, providing such claims are indemnifiable under this Policy.

"Defence Costs" also shall include reimbursement for time and expenses incurred by an employee of the Insured for attendance at examination for discovery and the trial or hearing to determine the Insured's liability on the claim. Reimbursement for time shall be for actual hours in attendance at discovery and trial and shall be limited to 50% of the customary hourly billing rate or AED 350.00 per hour, whichever is less, and reimbursement for expenses shall be limited to those amounts reasonably incurred for travel, accommodation and meals, for actual attendance at discovery and trial.

2.3 Pollution:

Pollution means any contamination of the atmosphere or of any water, land, or other tangible property arising out of the actual, alleged or threatened discharge, dispersal, or release or escape of "pollutants".

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste.

- 2.4 "Proposal" shall mean a written proposal made by or on behalf of the Insured to the Underwriters for the insurance evidenced by this Policy, including any statements, declarations, warranties or information upon which the Underwriters have relied and, where a special form or presentation has been used for the purpose, bearing the date stated in Item 10 of the Schedule.



3. EXCLUSIONS

Underwriters shall not be liable to pay any Defence Costs or indemnify the Insured against any claim or claims arising directly or indirectly out of or in respect of

3.1 Retroactive Date

any actual or alleged negligent act, negligent error, negligent omission, circumstance or event which occurred or commenced before the Retroactive Date stated in Item 8 of the Schedule,

3.2 Circumstances Known at Inception

any circumstance which could give rise to a claim under this Policy of which the Insured were aware or ought reasonably to have been aware at or prior to the inception date of this Policy stated in Item 3 of the Schedule, whether notified under any other insurance or not,

3.3 Products

the design, specification, formulation, manufacture, construction, installation, sale, supply, distribution, treatment, service, alteration or repair of any goods or products.

3.4 Employers' Liability

death, bodily injury, illness or disease of or to any person in the course of his or her employment by the Insured under any contract of service or apprenticeship or for any breach of any obligation owed by the Insured as an employer to any employee,

3.5 Property

the ownership, possession or use by or on behalf of the Insured of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle,

3.6 Pollution and Contamination

pollution or contamination of the atmosphere or of any water, land or other tangible property,

3.7 Defamation

any actual or alleged libel or slander,

3.8 Infringement of Copyright

any actual or alleged infringement of copyright, patent, registered design, trade mark or passing-off,

3.9 Recourse Rights

or where and to the extent the Underwriters have or would have rights of recourse in respect of such claim but the Insured has granted without Underwriters' prior consent a waiver of such recourse rights to others whether by express term or by reason of an assumption of liability under contract,



3.10 Cross Liability

or where the claim is made by one Insured or an entity financially associated with the Insured against another Insured, unless the claim originally emanates from an independent third party,

3.11 Contractual Liability

any liability assumed by the Insured under any liquidated damage, penalty or forfeiture clause, express warranty, contract, agreement or guarantee other than to the extent that such liability would have attached to the Insured in the absence of such clause, warranty, contract, agreement or guarantee,

3.12 Fines, Penalties and Punitive Damages

awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever,

3.13 Dishonesty

any dishonest, fraudulent, criminal or malicious act or omission,

3.14 Insolvency or Bankruptcy of Insured

the administration, receivership, insolvency or bankruptcy of the Insured,

3.15 Directors and Officers

any person acting in their capacity as a director or officer of the Insured or of any firm or company,

3.16 Other Insurance

any expense or liability covered under or indemnified by any other policy of insurance, however, this exclusion shall not apply to any expense or liability in excess of the limit of indemnity in such other policy of insurance,

3.17 USA Office

any professional business as stated in the Proposal undertaken from an office situated in the United States of America or in any territories which operate under the laws of the United States of America,

3.18 USA Jurisdiction

or where the action is brought in a court of law in or any judgment, award, payment, settlement or proceedings are made within territories which operate under the laws of the United States of America or where any order or proceedings are made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part,

3.19 War

war, terrorist act, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power,



3.20 Radioactive Contamination and Explosive Nuclear Assemblies

ionising radiations 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.

3.21 Bond, Suretyship or Insurance

any claim based upon or arising out of the Insured's advising, requiring, obtaining or failure to advise, require or obtain any bond, suretyship or any form of insurance.

3.22 Estimates of Economic Return

any claim based upon or arising out of estimates of profit, return on capital or economic return or other estimates giving rise to forecasts of economic return

4. CONDITIONS

Conditions 4.2 to 4.4 inclusive are conditions precedent to any indemnity being granted under this Policy. If any breach of such conditions should occur, there shall be excluded from the indemnity hereunder any claim which has arisen or may arise in connection with such breach.

4.1 Self-Insured Excess

Underwriters shall only be liable for that part of each claim or series of such claims arising out of any one originating cause under this Policy, including Defence Costs, which exceeds the amount of the Self-Insured Excess stated in Item 5 of the Schedule. The Insured shall retain the Self-Insured Excess for their own account and shall not insure it elsewhere.

4.2 Claims Notification

The Insured shall give to Underwriters immediate notice in writing during the Period of Insurance of

4.2.1 any claim made against any Insured which may fall within the scope of this Policy

4.2.2 the receipt of notice, whether written or oral, from any person or entity of their intention to make such a claim against the Insured for any negligent act, negligent error or negligent omission

4.2.3 any circumstances of which the Insured shall become aware which might reasonably be expected to give rise to such a claim being made against the Insured, giving reasons for the anticipation of such claim.

If the Insured gives notice as required by 4.2.2 or 4.2.3 above, any claim subsequently made against the Insured shall be deemed to have been made during the Period of Insurance.



4.3. Claims Handling

No admission, offer, promise or payment shall be made or given by or on behalf of the Insured, nor shall any costs be incurred by the Insured without the written consent of the Underwriters; and the Underwriters shall be entitled to take over and conduct, in the name of the Insured, the defence or settlement of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings in the defence or settlement of any claim.

The Insured shall at all times give Underwriters such information and co-operation as Underwriters may reasonably require.

4.4 Subrogation

Underwriters shall become subrogated to all rights of recourse and remedies of the Insured, before as well as after any payment by Underwriters to the extent of any such payment and the Insured shall take all reasonable steps to preserve such rights and remedies.

Notwithstanding the above, if any payment is made or may be made under this Policy and Underwriters are thereupon subrogated to the Insured's rights of recovery in relation thereto, Underwriters agree not to exercise any such rights against any director or employee of the Insured unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director or employee.

The Insured shall give all such assistance in the exercise of rights of recovery as Underwriters may reasonably require.

4.5 Settlement

The Insurers shall not settle any claim without the consent of the Named Insured. If, however, the Named Insured shall refuse to consent to any settlement recommended by the Insurers and shall elect to contest the claim or continue any legal proceedings in connection with such claim, then the Insurer's liability for the claim shall not exceed the amount for which the claim could have been so settled plus the costs and expenses incurred with their consent up to the date of such refusal.

4.6 Other Insurance

This Policy is in excess of all other valid and collectible insurance and shall not be called upon in contribution.

4.7 Changes

Notice to any authorized representative of the Insurers or knowledge possessed by an authorized representative of the Insurers or by any other person shall not effect a waiver or a change in any part of this Policy or stop the Insurers from asserting any right under the terms of this Policy, nor shall the terms of this Insurance be waived or changed, except by endorsement issued to form part of this Policy, signed by the authorized representative of the Insurers.



4.8 Declarations

By acceptance of this policy, the Named Insured agrees that the statements in the application for this insurance which is signed on behalf of the Named Insured are his agreements and representations that this policy is issued in reliance upon the truth of such representations and that this embodies all agreements existing between itself and the Insurers or any of their representatives relating to this insurance.

4.9 Material Information

In the event of Underwriters being at any time entitled to void this Policy by reason of any inaccurate or misleading information given by the Insured in the Proposal, the Underwriters may at their election, instead of voiding this Policy, give notice in writing to the Insured that they regard this Policy as of full force and effect, save there shall be excluded from the indemnity afforded hereunder any claim which has arisen or which may arise which is related to such information.

The Insured shall throughout the Period of Insurance give notice as soon as reasonably practicable of any material change in any fact, activity or circumstance as described in the Proposal bearing the date stated in the Schedule. In the event of Underwriters being at any time entitled to void this Policy by reason of the Insured failing to give notice in accordance with this Condition, the Underwriters may at their election, instead of voiding this Policy, give notice in writing to the Insured that there shall be excluded from the indemnity afforded hereunder any claim which has arisen or may arise which is related to such facts, activities or circumstances.

4.10 Dispute

This Policy shall be governed by UAE Law unless stated to the contrary. If any dispute arises in connection with the formulation, validity or interpretation of this Policy, it is understood and agreed by both the Insured and Underwriters that the dispute will be referred to non-binding Mediation at a convenient venue for both parties (failing agreement on this, the Mediation shall be held in Dubai, UAE). Mediation shall be initiated by the delivery of a written notice of request for Mediation by one party to the other. Each party shall bear the expenses of its own presentation and shall jointly and equally bear with the other party the expenses of the Mediation. Failing mutual agreement on a suitable Mediator, a Mediator shall be appointed by application to the President of the provincial Law Society where the Insured is situated.

If Mediation cannot resolve the dispute then such dispute shall be submitted to the exclusive jurisdiction of the provincial courts where the Insured is situated. Both parties agree to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

4.11 Adjustment of Premiums

If the Premium for this Policy has been calculated on any estimates furnished by the Insured, the Insured shall keep an accurate record containing all relevant particulars and shall at all



times allow Underwriters or their duly appointed representative to inspect such records. The Insured shall within one month from expiry of the Period of Insurance furnish such particulars and information as Underwriters may require.

The premium for such period shall then be adjusted and the difference paid by or returned to the Insured, provided that the premium for any Period of Insurance shall not be less than any Minimum Premium stated in the Schedule or pro rata thereof if the Policy is cancelled before its normal expiry date.

4.12 Relinquishment

The Underwriters may at any time pay to the Insured in connection with any claim or series of claims under this Policy the amount of the Limit of Liability remaining under this Policy or any lesser amount for which such claim or claims can be settled less any sums already paid and, where Defence Costs are inclusive within the Limit of Liability, less any associated Defence Costs already paid. Upon such payment being made, the Underwriters shall relinquish the conduct and control of and be under no further liability in connection with such claims or associated Defence Costs incurred after the date of such relinquishment.

However, if Underwriters exercise the above option and the total amount required to dispose of any claim or series of claims exceeds the Limit of Liability and Defence Costs are payable in addition to the Limit of Liability under this Policy then the Underwriters will pay their proportion of Defence Costs incurred up to the date of relinquishment in such proportion as the amount of the indemnity available under this Policy bears to the total amount which in the opinion of the Underwriters at the time of relinquishment will be necessary to dispose of the claim.

4.13 Fraudulent Claims

If any claim under this Policy is in any respect fraudulent this Policy shall become void ab initio.



Minimum Premium (if applicable):

10. **Date of Proposal:**

SPECIMEN