

Zurich Architects and Engineers Professional Indemnity

Quick Reference Guide

The Quick Reference Guide provides a snapshot of the changes that have been made in comparison with the previous Professional Indemnity Insurance product. The new offering is effective 30 November 2012 for all new business and renewals attaching on or after this date.



Note: This information is intended as a guide only. Please review the whole document for full details of coverage provided.

Legend: ✓ = Was included ✗ = Not included

SECTION OF DOCUMENT	NEW 'Zurich Architects and Engineers Professional Indemnity'	EXISTING 'Zurich Architects and Engineers Professional Indemnity'
Policy Wording Reference	PCUS-006587-2012	PCUS-002348-2008
Policy Wording		
Introduction sections	Section has been updated to be consistent with our other offerings and now includes all relevant information such as the Duty of Disclosure in an easily accessible location	✓
Limit of Liability		
Limit of Liability	New definition clarifies scope of cover and has been formatted to be consistent with our other offerings	✓
Extensions of Cover		
3.5 Court attendance costs	Additional coverage, provides for \$500 per day up to a total of \$50,000 in the aggregate for any natural person who is an <i>insured</i> if legally compelled to attend a civil proceeding	✗
3.8 Extended notification period	Additional coverage to allow the <i>insured</i> up to an additional 60 days to notify us of <i>claims</i> , after the policy has lapsed and without a replacement policy being issued	✗

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3.9	Fair Trading Act	New extension providing coverage were the insured is alleged to have breached sections 9 & 14 of the Fair Trading Act	✗
3.11	Inquiries	Newly added to pay on behalf of the <i>insured</i> the <i>inquiry costs</i> which the <i>insured</i> incurs in preparing for and attending an <i>inquiry</i> during the <i>period of insurance</i> , up to \$250,000 in the aggregate	Previously coverage was provided by way of a sub-limit noted on the <i>schedule</i>
3.12	Intellectual property	Enhanced coverage to include <i>claims for civil liability</i> resulting from any unintentional infringement of copyright, trade marks, service marks, registered designs, patents or any unintentional plagiarism or unintentional breach of confidentiality by the <i>insured</i> up to the full <i>limit of liability</i>	Previously sub-limited to \$500,000 any one <i>claim</i> and in the aggregate any one <i>period of insurance</i>
3.16	Loss of documents	Enhanced coverage provides for notification of any <i>civil liability claim</i> involving loss, damage or destruction of any documents and/or computer records during the <i>period of insurance</i> , cover has now been increased to the full policy limit	Previously sub-limited to \$500,000 any one <i>claim</i> and in the aggregate any one <i>period of insurance</i>
3.22	Reduction of deductible	Newly added and where the policy deductible is \$50,000 or less we reduce the <i>deductible</i> by 50% in respect of any <i>claim</i> which is settled or disposed of in accordance with the <i>insured's</i> obligations without the involvement of any external lawyer for any party being involved	✗
3.24	Technology services	New extension providing coverage for clients technology claims in connection with <i>technology services</i> , up to a sublimit of \$250,000	✗
Optional Extension of Cover			
4.1	Contractual liability	New optional extension to provide cover in the event that the <i>insured</i> signs hold-harmless agreements in their contracts	✗
Definitions			
5.6	Claims expenses	The policy continues to pay reasonable legal costs and expenses incurred in defence or settlement of any <i>claim</i> . However, now offers the ability to be underwritten either being inclusive or exclusive of the <i>limit of liability</i>	✓
5.8	Deductible	Definition updated to reflect ability to underwrite either being inclusive or exclusive of the <i>limit of liability</i>	Replaces the current use of the word of 'Excess', and is now consistent with all our other Professional Indemnity products
5.11	Employee	Re-defined definition to bring into line with our other policies and clarify scope of coverage	✗
5.31	Subcontractors	Broadened to provide clarity of cover and specifically include subcontractors on oral contracts	✗

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Exclusions			
6.1	Aggravated, Punitive, Exemplary damages, Fines or Penalties	Newly enhanced to provide clarity regarding the scope of cover and more clearly communicate that contractual penalties are not covered	Excluded under definition of 'Loss'
6.2	Building defects	Now incorporated into the body of the policy wording	Was included within the <i>schedule</i>
6.3	Building inspection	Now incorporated into the body of the policy wording	Was included within the <i>schedule</i>
6.10	Manufacturing / efficacy	Re-worded for clearer intent and operation of when the exclusion applies	✓
6.23	Watercraft, Aircraft and Motor vehicles	Newly added to clarify intent of coverage	✗
General Conditions			
8.6	Deductible	Re-worded due to the fact that the 'Limit of liability' has become a stand-alone clause and to allow us to have <i>deductible</i> inclusive or exclusive of the <i>limit of liability</i>	✓

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