

# APROBAT - Professional liability for architects and consulting engineers



## Insurance product information document

### LALUX Assurances - Product: Professional liability for architects and consulting engineers

**Disclaimer:** This document is not tailored to your specific needs and the information and obligations set out herein are not exhaustive. For full information on the rights and obligations of the insurance company and policyholders, please consult the general and/or special conditions relating to the insurance product chosen.

## What type of insurance is it ?

Professional liability insurance for architects and consulting engineers covers the financial consequences of liability that may arise during the exercise of a professional activity (for example as a result of damage caused to third parties). Professional liability (e.g. errors or omissions of a contractual or ten-yearly nature towards the client) and operational liability (covers extra-contractual liability) are also covered.



## What is insured ?

### Basic guarantees

- ✓ The Insurer indemnifies the policyholder and/or the insured against the financial consequences of civil liability that they may incur during the legal exercise of their professional activities described in the Special Conditions, following physical, material and immaterial damage caused to third parties.

### Professional liability

- ✓ Professional liability cover is defined as damage resulting from an error, negligence or fault of a contractual or ten-yearly nature towards the client, as well as damage resulting from it to third parties who are not contracting parties with the policyholder and/or the insured person.

### Operating liability

The extra-contractual liability of the policyholder and/or the insured person for damage caused to third parties during the course of the insured activity is covered. This insurance covers damages other than those covered by the professional liability coverage.

### Additional guarantees

- ✓ Theft committed by employees
- ✓ Material damage to property belonging to employees
- ✓ **Neighbourhood disturbances** (art. 544 of the Civil Code)
- ✓ **Subcontractors:** the liability of insured persons for acts performed by a subcontractor is covered, provided that the work is included in the description of the insured company's activities.
- ✓ Legal defence and expertise costs: defence of the insured person in any claim for compensation made against him/her. The Insurer shall appoint a lawyer and/or a technical expert if it deems it necessary. The costs of lawyers and technical experts appointed by the Insurer shall be borne by the Insurer.
- ✓ **Budget overrun:** damage resulting from an overrun of the budget due to the insured person's own fault is included in the coverage.

Non-exhaustive list



## What is not insured ?

### Exclusions

- ✗ Damage caused by fraud, wilful misconduct or gross negligence on the part of the policyholder and/or the insured person
- ✗ Damage resulting from any activity outside the insured person's profession described in the Special Conditions, in particular that of real estate developer or any other trading activity
- ✗ Damage to works carried out under the supervision of the policyholder and which would have previously been subject to a reservation refused by a control office designated by the contracting authority and accepted by the policyholder
- ✗ Damage to property located in the immediate vicinity of the works carried out when they have not been subject to an inventory of fixtures drawn up jointly before the works and a verification report of the same inventory of fixtures after the works have been completed
- ✗ Damage resulting from a serious breach of building permit regulations, applicable environmental regulations, the Labour and Mining Inspectorate ("Inspection du Travail et des Mines") guidelines and internationally recognised construction standards.

Non-exhaustive list



## Are there any restrictions on cover?

- ! **Subcontractors** (additional coverage):  
The following are not covered: subcontractors other than architects and/or consulting engineers as well as damages that would be excluded if the subcontractors were insured.
- ! **Limitation of warranty for "Structures":**  
Liability arising from the construction of special works such as bridges, tunnels, locks, dykes or underwater works is included in the coverage only after the express agreement of the Insurer listed in the Special Conditions.

Non-exhaustive list



## Where am I covered?

- ✓ The warranty is granted for damages that occur worldwide excluding the United States of America and Canada.



## What are my obligations?

- The contract is drawn up on the basis of the policyholder's declarations and the premium is set accordingly. The Insurer reserves the right to verify by any means the accuracy of the policyholder's declarations used as a basis for calculating the premium.
- The policyholder must declare exactly all the circumstances and characteristics known to him/her which are likely to cause the Insurer to assess the risks it assumes and in particular those referred to in the insurance application and/or the Special Conditions.  
The policyholder must notify the Insurer in writing of any material change in circumstances of which he/she is aware that are likely to affect the assessment of the risk insured by the Insurer.  
In any case, any change in a circumstance on which the Insurer has asked specific questions in writing at the time of concluding the contract is presumed to have an influence on the assessment of the risk.  
When an intentional omission or inaccuracy in the declaration misleads the Insurer concerning the elements of risk assessment, the insurance contract will become void. Premiums due to the Insurer up to the time the Insurer becomes aware of such intentional omission or inaccuracy will be due to the Insurer.  
If the Insurer becomes aware of an unintentional omission or misstatement, it may, within one month of becoming aware of such omission or misstatement, and with effect from that date, propose an amendment to the contract. If the policyholder refuses to accept the proposal to amend the contract or if, after a period of one month from receipt of the proposal, it is not accepted, the Insurer may terminate the contract within fifteen days.  
If the Insurer proves that it would not have insured the risk under any circumstances, it may terminate the contract within one month of the day on which it became aware of the inaccuracy or omission.
- During the term of the contract, the policyholder must declare to the Insurer any lasting and material change in circumstances that may have an impact on the risk of the insured event occurring.



## When and how do I pay?

- When the contract is taken out, a provisional annual premium and a minimum annual premium are set. The provisional premium is payable at the beginning of the insurance year and constitutes an advance payment on the final premium for the insurance year concerned. The minimum premium is the minimum amount that must be paid, based on the calculation of the fees, for the insurance year concerned. The final premium is the premium that must be paid at the end of the insurance year concerned; it is set when the premium statement is drawn up. It may not be less than the minimum premium for the insurance year concerned.



## When does the cover start and end?

- The guarantees of this contract are only forfeited for claims made to the policyholder during the period of validity of the contract, insofar as such claims arise from:
  - missions carried out since the effective date of the contract, provided that they have been mentioned in the annual list of works;
  - assignments carried out before the effective date (unless otherwise agreed), provided that the policyholder was not aware, at the time of subscription of this contract, of any claim likely to affect his liability;
  - however, if the Insurer decides not to renew the insurance contract for reasons other than non-payment of the premium or fraud by the policyholder, or if the policyholder does not renew their insurance contract as a result of an increase of more than 10% in the premium rate, the contract shall be extended for 36 months from the expiry date to cover claims addressed to the policyholder relating to buildings already provisionally received even provisionally by the sellers or owners before non-renewal, subject to payment of an appropriate premium and the agreement of the parties.



## How do I cancel the contract?

- Unless tacitly renewed, the contract will cease to be effective on the day of its expiry date at midnight. However, the policyholder has the right to cancel the contract each year at the end of the annual premium period, or failing that, on the anniversary date of the effective date of the contract, by registered letter sent 30 days before that date. The Insurer shall benefit from the same right of cancellation by sending a registered letter to the policyholder 60 days before the due date of the annual premium, or failing that, on the anniversary date of the effective date of the contract.