



Date: 5th October 2022

التاريخ: 5 أكتوبر 2022

Circular No. (5) for 2022

تعميم رقم (5) لسنة 2022

Renewal of Engineering Offices' & Engineers' Licenses for 2023

تجديد تراخيص المكاتب الهندسية والمهندسين العاملين فيها لعام 2023

The Council for Regulating the Practice of Engineering Professions (CRPEP) invites the Engineering Offices to submit requests to renew their Office & Engineers' licenses for the year 2023, starting from the date of this circular issuance.

يود مجلس تنظيم مزاولة المهن الهندسية دعوة المكاتب الهندسية لتقديم طلبات تجديد التراخيص الخاصة بها وبالمهندسين العاملين لديها ابتداءً من تاريخ صدور هذا التعميم.

The requests for Renewals shall be submitted as per the attached Forms.

كما يتوجب على المكاتب الهندسية تقديم طلبات التجديد حسب الاستمارات المرفقة.

In order to streamline the renewal process and minimize the renewal periods, the following measures are being implemented:

وسيتبع المجلس الإجراءات الموضحة أدناه، وذلك لتسهيل وتسريع إجراءات التجديد:

1. All renewal requests shall be submitted through email only (crpep@crpep.bh). Renewal requests submitted to any other email IDs will not be considered.
2. Fee payment shall be through bank transfer only after obtaining the invoice.
3. Renewal Periods: for the renewal in 2023, the licensing periods are detailed below:

1. تُسلم جميع الطلبات إلى البريد الإلكتروني (crpep@crpep.bh) فقط. علمًا بأنه لن يتم النظر في الطلبات المرسلة إلى أي بريد إلكتروني آخر.
2. يتم دفع الرسوم عن طريق التحويل المصرفي فقط بعد الحصول على الفاتورة.
3. فترات التجديد: للتجديد في عام 2023، ستكون فترات التراخيص كما هو موضح أدناه:

- Category (A) Bahraini & GCC Offices:
01-01-2023 to 28-02-2024 (14 months period)
Subsequent renewals will be from 01-03-2024 to 28-02-2025 (12 months period)

- المكاتب الهندسية البحرينية والخليجية، فئة (أ)
1 يناير 2023 إلى 28 فبراير 2024 (14 شهرًا)
التجديدات اللاحقة ستكون من 1 مارس 2024 إلى 28 فبراير 2025 (12 شهرًا)

- Category (B) Bahraini & GCC Offices:
01-01-2023 to 31-03-2024 (15 months period)
Subsequent renewals will be from 01-04-2024 to 31-03-2025 (12 months period)

- المكاتب الهندسية البحرينية والخليجية، فئة (ب)
1 يناير 2023 إلى 31 مارس 2024 (15 شهرًا)
التجديدات اللاحقة ستكون من 1 أبريل 2024 إلى 31 مارس 2025 (12 شهرًا)

- Category (C) Bahraini & GCC Offices:
01-01-2023 to 31-01-2024 (13 months)
Subsequent renewals will be from 01-2-2024 to 31-01-2025 (12 months period)

- المكاتب الهندسية البحرينية والخليجية، فئة (ج)
1 يناير 2023 إلى 31 يناير 2024 (13 شهرًا)
التجديدات اللاحقة ستكون من 1 فبراير 2024 إلى 31 يناير 2025 (12 شهرًا)



- Foreign Branches and JVs Offices:
01-01-2023 to 30-04-2024 (16 months period)
Subsequent renewals will be from 01-5-2024 to
30-04-2025 (12 months period)
- All other Offices:
01-01-2023 to 31-12-2023 (12 months)

Correction

المكاتب الهندسية الأجنبية والمشاريع المشتركة
1 يناير 2023 إلى 30 أبريل 2024 (16 شهرًا)

التجديدات اللاحقة ستكون من 1 مايو 2024 إلى 30 أبريل 2025 (12 شهرًا)

المكاتب الهندسية الأخرى :
1 يناير 2023 إلى 31 ديسمبر 2023 (12 شهرًا)

تصحيح

The licensing fee for the offices shall be charged pro-rata for periods exceeding 12 months as per the respective category fees.

The licensing periods of the Engineers shall be aligned with the renewal periods for the respective offices. The licensing fee shall be charged pro-rata based on the period of renewal.

Going forward (from 2024 onwards) all licenses (offices & Engineers) shall be for a period of 1 year as per the above schedule.

In case there is a delay in the submission of a renewal request without acceptable reasons, an additional fee of BD10 shall be imposed for each day of delay for a maximum of 30 days, and upon the lapse of such, the license shall be canceled from the Register, in accordance with Article (15) of Law No. (51) of 2014.

وستُحتسب رسوم الترخيص للمكاتب تناسبياً للفترات التي تزيد على 12 شهرًا وذلك وفقًا للرسوم الخاصة بكل فئة.

كما ستكون فترات تراخيص المهندسين متطابقة مع فترات تراخيص المكاتب الهندسية التي يعملون فيها. وستُحتسب رسوم التراخيص بشكل متناسبي على أساس فترة التجديد.

علمًا بأنه ابتداءً من عام 2024 فصاعدًا ستكون تراخيص المكاتب الهندسية والمهندسين العاملين فيها لمدة سنة واحدة حسب ما هو مبين أعلاه.

وفي حالة التأخير في تقديم طلب التجديد دون عذر يقدره المجلس يُحصل رسم إضافي قدره عشرة دنانير عن كل يوم تأخير بحد أقصى ثلاثين يوماً أخرى، وبعد مضي هذه المدة يتم إلغاء القيد بعد إعدار المرخص له وذلك وفقًا للمادة (١٥) من القانون رقم (٥١) لسنة ٢٠١٤ في شأن تنظيم مزاولة المهن الهندسية.

4. Checklist for submission of Documents:

A Checklist for the renewal of offices' licenses is attached with this Circular. It is expected that the offices do a self-audit before submitting the renewal request to ensure that all the required documents are attached.

4. قائمة المستندات الواجب تسليمها:

مرفق بطي هذا التعميم قائمة المستندات الواجب تسليمها. ومن المتوقع أن تقوم المكاتب بإجراء تدقيق ذاتي قبل تقديم طلب التجديد للتأكد من إرفاق جميع المستندات المطلوبة.

5. Professional Indemnity Insurance Policy (PII):

The PII policies shall be compliant with the updated PII Requirements which are attached to this circular.

5. بوليصة التأمين لمواجهة مسئوليات المكتب المقررة قانونًا بشأن أخطاء المهنة (PII):

يجب أن تكون بوليصيات التأمين مستوفية للاشتراطات المحدثة والمرفق منها نسخة بطي هذا التعميم.

Regarding the annual renewal periods, please note that all the policies shall presently be renewed for the same period as existing while submitting as part of the license renewal documents and later the periods shall be extended to match the end of the respective licensing periods.

وفيما يتعلق بفترات التجديد السنوية، يُرجى ملاحظة أنه يجب تجديد جميع بوليصيات التأمين لنفس الفترة الحالية أثناء التقديم كجزء من مستندات تجديد الترخيص وبعد ذلك سيتم تمديد الفترات لتناسب مع نهاية فترات الترخيص المعنية.



6. Email:

To ensure the speedy tracking of email correspondences the following discipline should be strictly followed while writing the email subject:

[Office No.]:[Short Office Name]-Renewal 2023-
[Purpose]

P.S. Fields within parenthesis shall be filled as applicable. The Purpose of the email shall be mentioned as: - Office license/Engineers license/PII etc.

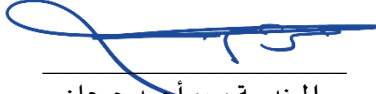
For any clarifications, please contact the Council at
Tel: 17534747 or email: (crpep@crpep.bh).

6. البريد الإلكتروني:

لضمان متابعة فعالة لمراسلات البريد الإلكتروني، يجب اتباع الطريقة التالية بدقة أثناء كتابة موضوع البريد الإلكتروني:
[رقم المكتب]: [اسم المكتب]-تجديد 2023- [الغرض]

ملاحظة. يتوجب ملء الحقول الموجودة بين قوسين حسب الاقتضاء. كما يتوجب ذكر الغرض من البريد الإلكتروني على النحو التالي: - ترخيص المكتب / ترخيص المهندسين / معلومات بوليصة التأمين وما إلى ذلك.

في حال وجود أية استفسارات، الرجاء التواصل مع المجلس على هاتف 17534747 أو بريد إلكتروني: (crpep@crpep.bh).


المهندسة مريم أحمد جمعان
رئيس المجلس

Attachments:

- Renewal Form of Engineering Office's license

مرفق:

- استمارة تجديد لترخيص مكتب هندسي.

Copies to:

- All Engineering Offices.
- CRPEP's website and CRPEP's social media accounts.

نسخة إلى:

- جميع المكاتب الهندسية.
- الموقع الإلكتروني الخاص بالمجلس وحساباته في مواقع التواصل الاجتماعي.

Engineering Office Renewal Checklist

No	Checklist
1	Letter requesting to renew the Engineering office's license, showing the disciplines to be renewed.
2	Submission of List of Engineers. Confirmation of number and category of Engineers for each discipline.
3	Social Insurance Organization (SIO) list of all employees working with your Engineering office in excel format.
4	Submission of a copy of the latest engineering office license.
5	Submissions of the copies of the latest Engineers' Licenses (all Engineers).
6	Submission of a copy of the latest Commercial Registration (CR) of the Engineering office.
7	Submission of a copy of a valid Professional Indemnity Insurance (PII) in accordance with the applicable regulations.
8	Submission of Updated Contact Details Form.
9	Submission of List of Projects for this year (completed and ongoing) as per the format included with the notice for renewal of Engineering Office License.
10	Submission of Red Flag Reports Recived from Municipality or a Letter stating that no Red Reports have been received.
11	Declaration letter from the owner/Resident Manager of the Engineering office stating that he/she is fully dedicated to the Engineering Profession and has no other CRs that conflict with the Engineering Profession and declares any such CRs.
12	Statement from the Ministry of Industry, Commerce and Tourism listing all the CRs the owner/resident manager has.
13	Submission of pending PMP certifications and/or full membership status of QS institutions listed in the Circular dated 06 August 2020.
14	Requirement to employ Draftsmen & Technicians in compliance with the applicable Executive Regulations.
15	Requirement to employ Support Team Staff in compliance with the applicable Executive Regulations.
16	Collaboration agreement for Offices with single discipline: for Architecture with Civil Engineering Office and for Civil Engineering with Architectural Office.
17	Compliance of availability of structural engineers for offices with Civil Engineering Discipline.

استمارة تجديد لترخيص مكتب هندسي Renewal Form of Engineering Office's License



Please, tick one of the following:

الرجاء اختيار إحدى الخيارات التالية:

- Renewal of a Bahraini Engineering Office
- Renewal of a GCC Engineering Office
- Renewal of an FTA Engineering Office
- Renewal of a Foreign Engineering Office
- Renewal of a JV Engineering Office

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

- تجديد مكتب هندسي بحريني
- تجديد مكتب هندسي خليجي
- تجديد مكتب هندسي (FTA)
- تجديد مكتب هندسي أجنبي
- تجديد مكتب هندسي مشترك

Please, tick one of the following:

الرجاء اختيار إحدى الخيارات التالية:

- Category (A)
- Category (B)
- Category (C)
- Category (D)
- Category (E)
- Category (F)
- Category (K)

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

- فئة (أ)
- فئة (ب)
- فئة (ج)
- فئة (د)
- فئة (هـ)
- فئة (و)
- فئة (ك)

Required Documents

(✓)

الوثائق المطلوبة

1) Letter requesting to renew the Engineering Office's license along with the disciplines to be renewed. *(as attached)*

1) خطاب بطلب التجديد لترخيص المكتب الهندسي مبنياً فيه التخصصات الهندسية المطلوب تجديدها. *(حسب المرفق)*

2) Engineers list in the Engineering Office (name, CPR Number and Registration No.). *(as attached)*

2) قائمة المهندسين المطلوب تجديدهم تراخيصهم (الاسم والرقم الشخصي ورقم التسجيل الهندسي). *(حسب المرفق)*

3) Insuree list as registered in the Social Insurance Organization (SIO) (name, CPR Number, and job title). This can be obtained from SIO's website.

3) قائمة بالمؤمن عليهم في الهيئة العامة للتأمين الاجتماعي (SIO) (الاسم، الرقم الشخصي، والمسعى الوظيفي) والتي يمكن الحصول عليها من الموقع الإلكتروني الخاص بالهيئة.

4) A copy of the Engineering Office License (Certificate).

4) نسخة من شهادة الترخيص الهندسي للمكتب.

5) A copy of the Engineers' Licenses.

5) نسخ من شهادة الترخيص للمهندسين.

6) A copy of the Commercial Registration (CR) of the Engineering Office.

6) نسخة من السجل التجاري للمكتب الهندسي.

7) Copy of a valid Professional Indemnity Insurance (PII) in accordance with applicable regulations. *(as attached)*

7) نسخة من بوليصة تأمين التعويض المهني سارية المفعول لعام حسب الأنظمة واللوائح. *(حسب المرفق)*

8) Updated contact details form. *(as attached)*

8) استمارة تحديث بيانات المكتب. *(حسب المرفق)*

9) Project list for this year (completed and ongoing). *(as attached)*

9) قائمة بمشاريع المكتب الهندسي في العام الحالي (المنجزة وقيد العمل). *(حسب المرفق)*

10) Red Flag Reports. (if available)

10) تقارير الرخص الحمراء. (إن وجدت)

11) Undertaking that the owner/Resident Manager of the Engineering Office is fully dedicated to the Engineering Profession, has no other CRs that conflict with the Engineering Profession, and declares any such CRs.

11) تعهد من صاحب المكتب/المدير المقيم بأنه متفرغ لمزاولة مهنة الهندسة وأنه لا يمتلك أية سجلات تجارية أخرى متعارضة مع مهنة الهندسة والإفصاح عنها في حال وجودها.

12) Statement from the Ministry of Industry, Commerce and Tourism listing all the CRs the owner/Resident Manager of the Engineering Office.

12) إفادة من وزارة الصناعة والتجارة والسياحة بجميع الأنشطة التجارية المسجلة باسم صاحب المكتب الهندسي/المدير المقيم.

**Subject: Request to Renew the License of
(name of the Engineering Office) for 2023**

**Eng. Mariam Ahmed Jumaan
Chair of the Council for Regulating the
Practice of Engineering Professions. (CRPEP)**

Dear Eng. Jumaan,

(name of the Engineering Office) would like to request the renewal of the of Engineering Office's license with the following disciplines:

1. (Discipline 1)
2. (Discipline 2)
3. (Discipline 3)
4. (Discipline 4)

Attached to this letter is the Renewal Form of Engineering Office's license along with all the documents mentioned in the said form.

(Authorised signatory)

Illustrative

List of the Engineers in
(name of the Engineering Office)



SN	Name	CPR No.	License No.	Discipline
1				
2				
3				
4				
5				
6				
7				

Please use additional pages if required.

Contact Details Form for Engineering Office

Office Details

Office Name (as per CR)		CR No.	
License No.		Office Category	
Office Telephone No		Office Fax No	
Office Email		P.O Box:	
Commercial Address	Flat / Shop No.:	Official Social Media Accounts	Website:
	Building:		Instagram:
	Road / Street:		LinkedIn:
	Block:		Other:
	Are:		

Key Contact Person

Name		Designation	
CPR No.		Direct Number (Land Line)	
Mobile Number		Email	

Owner or (Resident Manager in case of Foreign Engineering Office)

Name		Designation	
CPR No.		Direct Number (Land Line)	
Mobile Number		Email	

I, hereby declare, that all the information provided in this form is true and accurate:

Name:

Signature:

Illustrative

List of Projects in 2022
(name of the Engineering Office)



SN	Project Title	Benayat Building Permit	Status (complete, ongoing)	Role (architectural design, supervision ..etc)	Project estimated cost (BD)
1					
2					
3					
4					
5					
6					
7					

Please use additional pages if required.

ملحق (5)

ضوابط بوليصة التأمين لمواجهة مسئوليات المكتب الهندسي المقررة قانوناً بشأن أخطاء المهنة (PII)

وفقاً لأحكام المواد (10) و(10) مكرراً و(11) من القانون بشأن استصدار بوليصة تأمين للمكاتب الهندسية لمواجهة مسؤولية المكتب المقررة قانوناً بشأن أخطاء المهنة ومعالجة المسؤولية الناشئة عن الإخلال بالواجب المهني بسبب أي خطأ أو إهمال أو إغفال يرتكبه المؤمن عليه أو أي من مهندسيه أثناء أداء واجبه المهني في أي مشروع من المشاريع، يتعين على المكاتب الهندسية استصدار البوليصة المشار إليها أعلاه وفقاً للشروط والضوابط الآتية:

Annex 5: Professional Indemnity Insurance Policy Framework Guidelines To Engineering Offices

Subject to the provisions of Law No. 51 for 2014 with respect to Regulating the Practice of Engineering Professions, and Articles (10) and (11) of the Law regarding the obtention of Insurance Policy by Engineering Offices, in order to meet their legal responsibilities as prescribed by the law, with regard to the professional risks and address the liability arising from a breach of professional duty because of any fault, negligence or omission committed by the insured or any of his engineers while performing their professional duties in any of the projects. Engineering Offices shall obtain and maintain suitable Insurance Policies in accordance with the following conditions and guidelines:

1. General Professional Indemnity Insurance (PII) policy:

1.1 Levels of Insurance for the PII Policy:

- A. The engineering offices of the Category (A) shall maintain a PII policy of at least BHD 1,000,000/-.
- B. The engineering offices of the Category (B) shall maintain a PII policy of at least BHD 750,000/-.
- C. The engineering offices of the Category (C) shall maintain a PII policy of at least BHD 500,000/-.
- D. The foreign engineering offices Category (A) and the companies that have their own in-house engineering offices of Category (E) should maintain a PII policy of not less than BHD 2,000,000/-. Also, foreign engineering offices shall maintain a separate PII policy for each individual project.

- E. Category F offices carrying out Geotechnical related Engineering Services or any other investigatory works the results of which influence the consequent engineering design, shall maintain a PII Policy of at least BHD. 1,000,000/-
- F. Category K – Opinion Offices, shall maintain a PII Policy of at least BHD. 500,000/-. This requirement shall not apply to Opinion Engineers working within an existing and licensed Engineering Office under a “Work Contract” signed between themselves and the Engineering Office, which is valid for not less than one year.

1.2 Guidelines for General PII Policy:

A. Basic Requirements:

The PII Policies to be procured by the Engineering offices shall be based on the standard PII wordings from ‘Hanover’, ‘Munich Re’, ‘Argo’ or similar international reinsurance wordings subject to the other requirements of these guidelines.

B. Legal Liabilities:

- i) The PII Policy shall retroactively cover the past professional activities of the Engineering Office and shall not be restricted to the Policy Period alone. The retroactive date shall be as per the guideline provided in point L below.
- ii) The main insured (Engineering Office) shall provide an undertaking to CRPEP that he shall ensure the necessary PII is in place for all the sub-consultants engaged by him. However, this shall not relieve him of his obligations to be met with under the terms of his engagement with his clients and under the terms of his own PII.

C. Third Party Liability:

- i) The PII Policy shall include an indemnification clause with respect to Professional negligence as per the guideline wording suggested in Annex 5.1
- ii) The Council does not stipulate the procurement of a separate Third-Party Liability Policy for the purpose of renewing the Engineering Offices’ licenses. The Engineering offices may procure a separate Third Party/public liability Policy (to cover General Accidents) only if they wish to do so on their own or if required by their clients.

D. Compliance to Civil Law:

The Engineering Office shall adequately insure itself against its liability arising out of compulsory compliance to Articles 615 to 620 of Section Two of the Bahrain Civil Law.

E. Dishonesty Exclusion Clause:

The PII Policy shall include cover against any claim in respect of any loss or damage brought about or contributed by any dishonest, fraudulent, criminal, or malicious act or omission of any of the engineering

office's past or present owner, employee, or shareholder or contractor in the conduct of the engineering office's business as per the guideline wording suggested in Annex 5.1.

A reasonable limit of Indemnity and Excess shall be agreed with the Insurers for the above extension

F. Subrogation:

The PII Policy shall include a "Waiver of Subrogation Clause" as per the guideline wording suggested in Annex 5.1.

G. Cost Inclusive Cover:

The PII policy shall include this provision as per the guideline wording suggested in Annex 5.1.

H. Limit of Liability per Event/Occurrence & Aggregate Limit of Indemnity:

PII Policies shall adhere to the below guideline while declaring the amount Insured in the Schedule to the PII Policy:

"The minimum level of liability per event/occurrence for each category of the Engineering Office shall be in the amounts set out in Clause 1.1 of this Appendix. The number of events/occurrences shall however be unlimited subject to an annual aggregate limit of Indemnity equal to two (2) times the amounts set out in Clause 1.1 for all Categories of offices except Category K offices as follows:

Category of Office	Aggregate Limit
A	BHD 2.0 Million
B	BHD 1.5 Million
C	BHD 1.0 Million
FB & E	BHD 4.0 Million
F	BHD 2.0 Million
K	BHD 0.5 Million

For Quantity Surveying offices and Land Surveying Offices, the above aggregate limits are not applicable and they shall procure their Insurances in the amounts mentioned in Clause 1.1 (as applicable to their Category) for any one event or in the aggregate with number of events being unlimited.

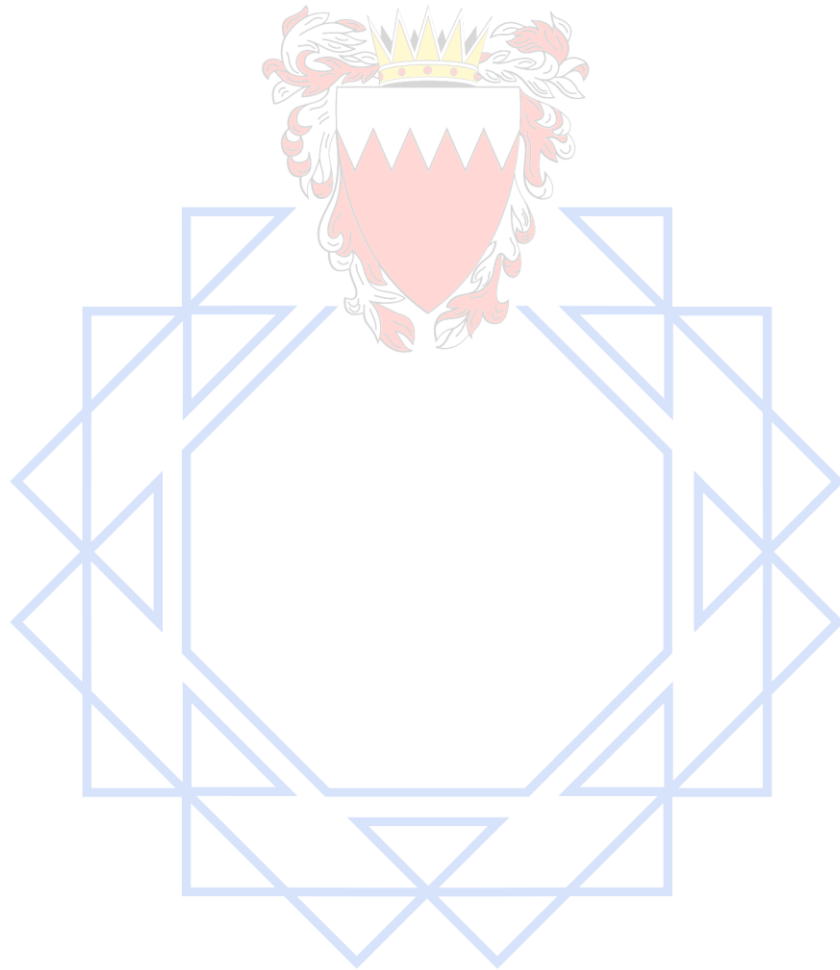
I. Enhanced Level of Indemnity:

Engineering offices shall present their standing PII policy to their clients and abide by the clients' requirements with respect to providing an enhanced level of Indemnity and/or inclusion of any specific requirements. Such enhancements/inclusions can be provided either as endorsement to the standing policy or as a separate tailor-made policy.

- J. Uninsured Excess:
For each Category of the Offices, The uninsured excess in any PII policy shall not be greater than 1% of the level of Indemnity mentioned in Clause 1.1 above.
- K. Innocent Non-disclosure Clause:
The PII Policy shall include this provision as per the guideline wording suggested in Annex 5.1
- L. Retroactive Date:
The PII Policy shall retroactively cover the activities of the Engineering Office as per the following criteria:
“The retroactive date of the policy shall be five (5) years OR the date of the Inception of the Engineering Office OR from the date they procured their first Policy counting from the date of the renewal of the current Policy whichever is the later provided that
- There are no known cases of any impending losses or claims at the time of securing the new policy.
 - The Engineering Office shall maintain continuous and uninterrupted PI policy in place from the Retroactive Date shown in the policy.”
- M. Extended Reporting Period (Run-Off Cover):
The PII Policy shall include provisions for Extended Reporting Period in accordance with the guideline wording suggested in Annex 5.1 and as per the following Criteria:
“The Extended Reporting Period shall be at least 5 years for projects equal to or greater than BHD. 2 Million in value unless stipulated otherwise by the Client(s) of the Engineering Office. In Order for the Extension to be in force, the Engineering Office shall provide a list of all the Projects that are ongoing or have been executed in the past two years, which are equal to or more than BHD 2 Million in value at the time of buying/renewing their PII Policy. If the Engineering office does not have a project with more than or equal to BHD 2 Million in value either ongoing or executed in the past two years, The extension will not be in force.”
- N. Transfer to a new Insurer:
While transferring the policy to the new Insurer, the Retroactive Date shall be maintained same as the old policy provided that there are no known cases of any impending losses or claims at the time of securing the new policy. (Retroactive date shall be as enunciated under Point L above).
- O. Proof of Payment of Premium:
Engineering Firms shall submit evidence of full payment of the PII premium to the Council on annual basis.”
- P. Primary Insurance Clause: The PII Policy shall include this Provision as per the guideline wording suggested in Annex 5.1.

2. Special insurance policy:

Special insurance policy shall be issued regarding the hazards of the profession separately for each project as requested by project owner, and the insurance policy should cover the cost on-demand and is subject to the approval of the owner and the policy should be effective for 10 years after the completion of the project to cover any claims or damages during this period.



Annex 5.1

Professional Indemnity Insurance Policy Framework

Suggested Wording for Some Clauses under para 1.2 of Annex 5

Clause 1.2 C (i) - Indemnification clause with respect to Professional negligence:

“The Insurer shall indemnify the Insured against any claim made in respect of bodily injury, sickness, disease, death, damage to property or financial loss and/or consequential loss arising out of professional negligence including wrongful, faulty or inadequate design, supervision or advice given by the Insured in the course of carrying out his professional duties/responsibilities as mentioned in the Schedule to this Policy.”

Clause 1.2 E - Dishonesty Exclusion Clause:

“It is hereby agreed that the Insurer indemnifies the Insured in respect of claims made against the Insured and notified to the Insurer during the Policy Period incurred in the conduct of the Insured’s professional Business which give rise to legal liability as a result of any dishonest or fraudulent act on the part of any employee – provided that,

- a) No employee of the Insured committing or condoning such dishonest or fraudulent act or omission shall be entitled to indemnity,
- b) No indemnity shall be provided for dishonest or fraudulent acts committed by any employee after discovery by the Insured or reasonable cause for suspicion of fraud or dishonesty on the part of that employee.
- c) No indemnity shall be provided for dishonest or fraudulent acts committed by any Partner or Director of the Insured.
- d) Any amount payable under this extension is subject to the limit of Indemnity and excess amount agreed between the Insurer & the Insured
- e) The Insured takes all reasonable steps to effect recovery from any employee committing or condoning any dishonest or fraudulent act or omission or from the estate and/or legal representatives of such person.
- f) Any monies that would be due from the Insured to his employee committing or condoning such act or omission shall be deducted from any amount payable by the Insurer to the Insured
- g) Any monies recovered by the Insured following actions described in (e) above shall be deducted from any amount payable by the Insurer to the Insured.

Clause 1.2 F - Waiver of Subrogation

It is understood and agreed that otherwise subject to the terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers agree to waive all rights of subrogation arising out of loss or damage indemnifiable under the Policy which the Insurers may have against the Principal, his Employees or his Clients.

Clause 1.2 G - Cost Inclusive Cover

“The policy shall provide cover for all defense costs and expenses in the:

- a) defense, investigation and settlement of any claim which is covered by this policy.
- b) investigation and settlement of any circumstance which will be covered by this policy up to the limit agreed by the company on the schedule and provided additional premium is charged.”

Clause 1.2 K - Innocent Non-disclosure Clause

“The insurer will not exercise their right to avoid this policy where there has been or it is alleged that there has been nondisclosure or misrepresentation in the proposal form (and/or other information as shown to the insurer). Provided always, that the insured is able to demonstrate to the insurer’s reasonable satisfaction that such alleged non- disclosure was innocent and free of any reckless or fraudulent conduct or intent to deceive. The premium and terms shall be adjusted at the discretion of the insurer to those which would have applied had such circumstances or information been correctly disclosed”

Clause 1.2 M – Extended Reporting Period Clause (“Run Off Cover”)

“The Insured shall be entitled to an extended reporting period as set out in the schedule running concurrent from the end of the policy, during which period the Insured may continue to notify any incident, circumstance which may give arise to a claim that would but for the extended claims reporting period have been excluded by the insurer as having been notified outside of the policy period. However, any negligent act, error or omission which was or any have been or is alleged to have been committed or omitted (as the case may be) after the period of insurance shall be excluded. Provided that the policy was not terminated owing to any one or more of the following reasons:

- non-payment of premium.
- non-payment of pending deductible if any.
- breach of the terms or conditions of the Policy.
- Fraud.
- Misrepresentation.

Subject otherwise to the terms exclusions conditions and endorsements of the policy”

Clause 1.2 P - Primary Insurance Clause

“For any claims related to this agreement, the Insured’s insurance coverage shall be primary insurance irrespective of any additional insurance or self-insurance maintained by the Insured or Additionally Insured Parties.”