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## Protect your greatest asset...you.

Amwins Program Underwriters' A&E professional liability insurance program understands working with clients, contractors and consultants, involves risk - it is the nature of your business. That's why, as a value-added service to all policyholders, we offer contract reviews.

As part of the contract review process, your agreements will be reviewed from a risk management and professional liability insurance perspective to assist in controlling and minimizing risk. We also understand how valuable your time is, and we are committed to turning around all contract reviews within 24-48 hours.

Contractors occasionally use provisions in their contracts that elevate the obligations above what is traditional in industry practice. Below are common terms and/or provisions our team often addresses when reviewing A&E contracts.

### **The Standard of Care**

Occasionally, design professionals agree to contract provisions that create a higher standard of care than is customary or required by law. Instead, it is generally beneficial to tie the standard of care required by the contract to the standard exercised by other members of your profession operating in the same geographic area.

### **Hold Harmless Provisions**

Hold harmless provisions are sometimes overlooked with respect to certain elements of claims that would otherwise be appropriate. Often, there is an opportunity to ask to be held harmless with respect to inaccuracies, inconsistencies or omissions contained in the information provided by the other party to the contract.

### **Defense and Indemnity Provisions**

Overly broad defense and indemnification provisions can lead to equally broad defense and indemnity obligations when claims arise. The most frequent offenders are provisions that reference the defense and indemnification of "all claims and damages".

### **Requirements to Discern Defects, Gain Skill, or Expertise**

Limit your obligations within the contract, so that future risk can be minimized. Clear expectations of your business is an important element of your contract.

### **Undefined/Inconsistent Terms, Phrases, or Definitions**

To ensure your contract can be comprehended by both parties, all defined terms should be consistent and all bolded terms should be defined.



**Have your agent contact us today for  
a complimentary contract review!**

Please note: Contract reviews are limited to current policyholders. Neither the review nor the comments provided during any contract review constitute a legal review or opinion, nor can they be construed as same. A contract review does not replace the need for policyholders to rely on their own legal counsel for a legal review. Your legal counsel should review any agreement or legal document that the policyholder intends to enter. Further, a contract review does not guarantee coverage and cannot be considered a determination of coverage. Each claim is unique and requires individual review for policy and coverage compliance.