PROFESSIONAL INDEMNITY INSURANCE FOR PROPERTY PROFESSIONALS

Policy
Additional Benefits

Choosing an RSA Policy means that you also benefit from a number of additional services that we provide free of charge. Our advice-lines will put you in touch with highly qualified experts who can offer information and assistance on a number of issues. Better still you can use any of these advice-lines completely free and there is no limit to the number of times you can call.

A Legal Assistance
A 24 hour service that gives you access to a team of legal experts offering confidential advice on business matters such as defence of prosecutions, employment, customer and supplier disputes.

B Health & Safety
Help is available 24 hours a day on health and safety legislation, including its interpretation, and advice on civil and criminal liability for accidents at work.

C Tax Advice
A confidential telephone advisory service offering assistance on all taxation issues such as PAYE, VAT and income tax. This service is available Monday to Friday, 9am to 5pm.

D Stress Counselling
Stress affects most principals or business owners at some point in their working lives. Our stress counselling service will help you deal with stress at work by addressing minor problems before they become major crises. Confidentiality is of the utmost importance, and our counsellors are qualified and experienced in assessing problems quickly so they can provide immediate therapy. This service is restricted to Insured firms with up to 10 principals, Partners, Directors or Members.

The advice-line number is 0345 078 3863

Please quote reference: 72741

Advice lines are intended for business use only and are a service provided to sole practitioners, Directors, Partners and Members of the Insured. Employees do not qualify to use this service.

This page should be read in conjunction with the rest of your Policy documents.
Guidance when making a claim

Claim Notification
Conditions that apply to the policy and in the event of a claim are set out in your policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements contained in the policy.

Directions for claim notification are included in the Claims Conditions. Please be aware that claims and circumstances that might reasonably be expected to produce a claim against you must be notified to us as soon as reasonably possible. Further guidance is contained in the policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your telephone number
- Policy number
- The date when you became aware of the claim or circumstances
- The cause of the claim
- Details of the claim together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the claim.

This information will enable us to make an initial evaluation of the claim. We may, however, need to request additional information.

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations.

Initially a notification of any claim, or any circumstances which might reasonably be expected to produce a claim, should be sent to:

Email: profin.claims@uk.rsagroup.com
Tel: 01403 232 308

For your protection, telephone calls may be recorded or monitored.
This Policy is a contract between the Insured and the Insurer
This Policy the Schedule (including any issued in substitution) and any Endorsements should be read as if they are one document
The Insurer’s acceptance of this risk is based on the information presented to the Insurer being a fair presentation of the Insured’s business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured to seek insurance
Any reference to the singular will include the plural or vice versa
Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto
Any heading in this Policy is for ease of reference only and does not affect its interpretation
The Insurer will provide the insurance described in this Policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium
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Professional Indemnity Insurance

Terms and Conditions

THIS POLICY COVERS CLAIMS FIRST MADE AGAINST THE INSURED (AND, IN RELATION TO INSURANCE CLAUSE 3, LOSSES FIRST DISCOVERED AND INSURANCE CLAUSE 4, LOSS OR DAMAGE OCCURRING) AND NOTIFIED TO THE INSURER DURING THE PERIOD OF INSURANCE. PLEASE READ THE POLICY WORDING CAREFULLY.

Definitions

For the purposes of Professional Indemnity Insurance

1 Acting in Collusion means all circumstances where
   a) two or more Employees or
   b) an Employee or Employees and any other person or persons
      are concerned or implicated together or materially assist each
      other in committing a Fraudulent Act

2 Agency Worker means
   any person supplied as defined under the Agency Workers
   Regulations 2010 and The Agency Workers (Amendment)
   Regulations 2019

3 Asbestos means
   crocidolite amosite chrysotile fibrous actinolite fibrous
   anthophyllite or fibrous tremolite or any mixture containing any
   of those minerals

4 Asbestos Containing Materials means
   any material containing Asbestos or Asbestos Dust

5 Asbestos Dust means
   fibres or particles of Asbestos

6 Asbestos Risks means
   a) the presence of Asbestos Asbestos Dust or Asbestos
      Containing Materials
   b) the release of Asbestos Dust
   c) the exposure of persons buildings or property to Asbestos
      Dust or Asbestos Containing Materials

7 Asbestos Survey means
   either a management survey or a refurbishment or demolition
   survey as described in HSG264 published by the Health
   and Safety Executive in connection with Regulation 4 of the
   Control of Asbestos Regulations 2012 or any comparable survey
   or inspection whether of commercial or residential land or
   property

8 Bodily Injury means
   death disease illness or bodily or mental injury

9 Claim means
   a) service of a Claim Form Counterclaim Other Additional
      Claim Application Notice Notice of Appeal Witness
      Summons or similar legal document including an
      application for any related injunction or
   b) a reference to or notification of intention to commence or
      the commencement of proceedings of any kind including
      arbitration proceedings or complaint to an ombudsman or
   c) a written communication including electronic
      communications (whether or not containing a demand for
      compensation or damages) asserting a legal liability on the
      part of the Insured or
   d) any communication in whatsoever form invoking any
      Pre-Action Protocols contained in the Civil Procedure Rules

10 Consultant means
   any person whether or not expressly described as a consultant
   whose name and designation appear on any business stationery
   of the Insured or in business communications or material of any
   nature issued on behalf of the Insured who is engaged by the
   Insured in connection with the Business

11 Defence Costs means
   all costs and expenses (other than costs incurred in connection
   with Claims Condition 8B (Dishonesty and Fraud)) which are
   incurred by the Insurer or by the Insured with the Insurer’s
   written consent in connection with the defence investigation or
   settlement of any Claim made against the Insured and notified
   under this Policy and in connection with any circumstances
   which might give rise to a Claim
   The Insurer shall not unreasonably withhold its consent to the
   incurring of Defence Costs

12 Documents means all
   a) documents (excluding bearer bonds coupons bank or
      currency notes or other negotiable instruments)
   b) computer systems records
      the property of the Insured or for which the Insured is
      responsible

13 Employee means
   any person who is
   a) under a contract of service with the Insured or the
      Predecessors (including seasonal or temporary personnel)
   b) self-employed
   c) engaged under a work experience or training scheme
   d) a voluntary helper
   e) hired or borrowed from another employer
   f) an Agency Worker
   while working for and under the direction and control of the
   Insured or the Predecessors in connection with the Business
14 Endorsement means an amendment to the Policy Terms and Conditions including amendments described as Memoranda in the Schedule

15 Environmental Audit means an investigation which is specifically intended to assess whether there is actual Pollution present

16 Fraudulent Act means any act of fraud or dishonesty committed by any Employee acting alone or Acting in Collusion committed with the principal intent of obtaining an improper personal financial gain for themselves or for any other person or organisation intended by such Employee to receive such gain

‘Improper personal financial gain’ shall not include salary commissions fees bonuses promotions awards profit sharing pensions or benefits earned in the normal course of employment

17 Insured means the Insured as named in the Schedule. Each of the following parties will in addition be deemed the Insured in respect of Claims arising out of the conduct of Professional Business carried on by or on behalf of the Insured as named in the Schedule provided that each shall be subject to the terms of this Policy to the extent such terms can apply

A) any partner director or Member of the Insured during the Period of Insurance
B) any former partner director or Member of the Insured or the Predecessors
C) any Consultant or former Consultant
D) any retired partner director or Member of the Insured remaining as a Consultant to the Insured
E) any Employee or former Employee
F) the estate heirs executors and legal representatives of any of those included in A) to E) above in the event of their death incapacity insolvency or bankruptcy

18 Insured’s Contribution means the amount for which the Insured is responsible under Insurance Clauses 1 (Civil Liability) and 3 (Fidelity) of this Policy in respect of any one Claim or loss Provided that the Insured shall not be responsible for an amount exceeding any maximum amount/s permitted by the latest

A) Rules of the National Approved Letting Scheme
B) requirements of any Ombudsman scheme
C) Professional Indemnity Insurance Regulations of the Royal Institution of Chartered Surveyors

applicable at the start of the Period of Insurance

The Insured’s Contribution shall not apply to Insurance Clause 2 (Defence Costs)

All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

19 Insurer means Royal & Sun Alliance Insurance plc (No 93792) St Mark’s Court Chart Way Horsham West Sussex RH12 1XL

20 Investigation Expenses means expenses incurred solely to substantiate the amount of a loss but does not mean expenses paid by the Insured to its own staff for salaries wages or similar expenses

21 Member means a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000

22 Microchip means a unit of packaged computer circuitry manufactured in small-scale and made for program logic or computer memory purposes and expressly including integrated circuits and microcontrollers

23 Money means currency coins and bullion or monetary balances held at a financial institution to the credit of the Insured

24 North America means the United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof

25 North American Claim means each and every Claim brought against the Insured in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North America (whether for enforcement of judgment or otherwise) or in which it is contended that the laws of any country state or political sub-division in North America should apply

26 Policy means collectively the Terms and Conditions of this policy wording the Schedule (including any issued in substitution) and any Endorsements attaching thereto

27 Pollution means pollution or contamination by naturally occurring or man-made substances forces or organisms or any combination of them whether permanent or transitory and however occurring

28 Predecessors means any person practice or other firm to which the Insured has succeeded
29 **Professional Business** means

A) professional services (including the giving of advice) undertaken by or on behalf of the Insured named in the Schedule or the Predecessors in connection with the Business described in the Schedule

B) services performed (including advice given) by the Insured or the Predecessors whilst holding an individual appointment in respect of work directly or indirectly connected with the Business described in the Schedule where

1) those services are undertaken by members of the Royal Institution of Chartered Surveyors or have otherwise been declared to the Insurer and

2) (if a fee was charged) the fee with respect to such services or advice is taken into account in ascertaining the income disclosed to the Insurer

30 **Property** means
tangible property other than Money or Securities

31 **Securities** means

negotiable and non-negotiable instruments representing either Money or Property but not including Money or Property

32 **Statement of Fact** means

the document setting out information provided by the Insured and their representative as being relevant to the cover that has been applied for

It also includes assumptions the Insurer has made about factual circumstances relevant to the cover and which are confirmed by the Insured as true and correct

33 **System** includes

computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

34 **Terrorism** means

an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty’s government in the United Kingdom or any government whether legally established or not

35 **Virus** means

programming code or series of instructions designed to achieve an unexpected unauthorised or undesirable effect or operation when loaded onto a System, transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

36 **War Risks** means

war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
Insurance Clauses

1 Civil Liability
The Insurer will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in respect of Claims first made against the Insured during the Period of Insurance and notified to the Insurer in accordance with the Claims Conditions in respect of civil liability incurred in connection with the conduct of Professional Business including liability incurred:

A) for claimant’s costs and expenses
B) as a result of any decision by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction Contracts or an adjudication clause or rules contained in a contract
C) as a result of any award by an arbitrator or tribunal of arbitrators (whether under the Royal Institution of Chartered Surveyors Dispute Resolution Service or otherwise)
D) as a result of any decision or award by an ombudsman under any ombudsman scheme in which the Insured participates

2 Defence Costs
The Insurer will in addition pay Defence Costs incurred by the Insurer or by the Insured with the Insurer’s written consent in connection with any Claim under Insurance Clause 1 (Civil Liability)

Provided that the Insurer’s liability for Defence Costs in relation to any Claim disposed of for an amount which exceeds the available Limit of Indemnity shall be limited to the proportion that the available Limit of Indemnity bears to the amount payable to dispose of such Claim

3 Fidelity
The Insurer will indemnify the Insured named in the Schedule

A) up to a maximum of £250,000 in the aggregate during the Period of Insurance against loss of Money, Securities or Property owned or leased by the Insured directly resulting from a Fraudulent Act first discovered during the Period of Insurance and notified to the Insurer in accordance with the Claims Conditions and committed in connection with Professional Business Provided that no indemnity shall be given to any person committing or condoning such act and the sum payable shall be only the amount of liability in excess of the amount (if any) recovered from such person and
B) up to £25,000 in respect of Investigation Expenses necessarily incurred with the Insurer’s written consent to substantiate the amount of such loss as defined in 3A) above provided that the Insured has established a valid claim under this Policy and the loss sustained exceeds the Insured’s Contribution

Provided that the Insured had in place the minimum standards of control specified in General Condition 1 (Minimum Standards of Control)

4 Loss of or Damage to Documents
In the event of loss of or damage to Documents occurring in the conduct of Professional Business during the Period of Insurance the Insurer will indemnify the Insured in respect of costs and expenses reasonably incurred by the Insured in replacing or restoring Documents

If the Limit of Indemnity stated in the Schedule is less than £1,000,000 the maximum amount payable will be the Limit of Indemnity

If the Limit of Indemnity stated in the Schedule is £1,000,000 or more the maximum amount payable will be £1,000,000

For the purposes of this Insurance Clause the Limit of Indemnity will apply in the aggregate in respect of all claims notified during the Period of Insurance

Provided that

A) such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them and is notified to the Insurer in accordance with the Claims Conditions
B) where the Documents are in electronic format the Insured can demonstrate to the reasonable satisfaction of the Insurer that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents
C) the Insurer shall not be liable for loss of or damage to Documents arising directly or indirectly from
   1) the transmission or impact of any Virus
   2) unauthorised access to a System

5 Compensation for Court Attendance
In the event of

A) the legal advisers acting on behalf of the Insured with the consent of the Insurer requiring any principal partner Member director or Employee of the Insured and at the election of the Insured any other relevant party (not including expert witnesses) to attend any court tribunal arbitration adjudication mediation or other hearing as a witness or
B) the Insurer requesting the attendance of any principal partner Member director or Employee as an interested party at any mediation

in connection with a Claim made against the Insured and notified under this Policy the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required

A) Any principal partner Member or director of the Insured £500
B) Any Employee £250
C) Any other relevant party £250
6 Legal Representation Costs

The Insurer will pay 80 per cent of costs charges and expenses incurred by the Insured with the prior written consent of the Insurer for representation at properly constituted hearings tribunals or other official proceedings arising out of any Claim first made or circumstance first notified during the Period of Insurance in respect of the conduct of Professional Business by the Insured which may be or may become the subject of indemnity under this Policy and which are not indemnified as Defence Costs.

The liability of the Insurer shall not exceed £250,000 during the Period of Insurance.

7 Statutory Liabilities

The Insurer will indemnify the Insured for 80 per cent of any reasonable costs and expenses incurred with the prior written consent of the Insurer up to a maximum of £250,000 in the aggregate during the Period of Insurance in addition to the Limit of Indemnity for the defence of any proceedings first brought against the Insured during the Period of Insurance and notified to the Insurer in accordance with the Claims Conditions under


B) The Business Protection from Misleading Marketing Regulations 2008

C) The Estate Agents Act 1979

D) The Health and Safety at Work etc Act 1974

E) The Health and Safety at Work (Northern Ireland) Order 1978

F) The Construction (Design and Management) Regulations 2015

G) The Corporate Manslaughter and Corporate Homicide Act 2007

H) The Bribery Act 2010

I) The Data Protection Act 1998

J) similar prior or successor legislation to that detailed in A) to I) above

but only where in the Insurer’s reasonable opinion defending such proceedings could protect the Insured against any concurrent or subsequent Claim arising from Professional Business undertaken by the Insured.
Limits of Indemnity

1. The liability of the Insurer shall not exceed the Limit of Indemnity specified in the Schedule.

2. Where the Insurer is liable to indemnify more than one person, firm, company or body, the total amount of indemnity payable under this Policy shall not exceed the Limit of Indemnity.

3. All Claims attributable to the same act, error or omission or series of acts, errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim.
Exclusions

The Insurer shall not be liable in respect of

1 Adjudication and Arbitration
   any Claim arising out of or related to any
   A) decision made against the Insured by an adjudicator who
      was not independent of the parties to the dispute
   B) adjudication arising from an adjudication clause in
      a contract which contains timetable provisions for
      adjudication which are more onerous to the Insured than
      those contained in the Statutory Scheme for Construction
      Contracts
   C) arbitration award made in respect of any Claim or
      counterclaim where the seat of the arbitration was located
      outside England Wales Scotland or Northern Ireland unless
      that seat was agreed to by the Insurer

2 Asbestos Risks
   any liability based upon or arising out of or relating directly or
   indirectly to or in consequence of Asbestos Risks However
   this Exclusion shall not apply to any such liability caused by
   a negligent act, negligent error or negligent omission in the
   conduct of Professional Business

Provided that

A) No indemnity shall be granted in respect of
   1) any liability directly or indirectly resulting from Asbestos
      Surveys carried out by the Insured
   2) any liability arising out of or in any way involving any
      Bodily Injury or fear of suffering Bodily Injury
   B) The liability of the Insurer for Civil Liability and Defence
      Costs arising out of all Claims notified during the Period of
      Insurance directly or indirectly resulting from Asbestos Risks
      shall not exceed £250,000

3 Bodily Injury to Employees
   any liability arising out of Bodily Injury to an Employee arising
   out of and in the course of his employment for or on behalf of
   the Insured

4 Contractual Liability including Collateral
   Warranties
   any Claim arising from any contractual liability in respect of
   A) the acceptance by the Insured of or the guarantee by the
      Insured of fitness for purpose where this appears as an
      express term or
   B) any express guarantee given by the Insured including any
      relating to the period of a project or
   C) any express contractual penalty made between the Insured
      and a third party or
   D) any acceptance by the Insured of liability for liquidated
      damages
   in so far as liability assumed by the Insured exceeds the amount
   of the Insured’s liability in the absence of such express agreement

   However this Exclusion shall not apply to liability assumed under
   the current or former standard warranty agreements published
   by the British Property Federation, the Construction Industry
   Council or the Scottish Building Contract Committee

5 Controlling Interest
   any Claim made against the Insured by
   A) any entity in which the Insured or any partner, Member
      or director or any combination of partners Members
      or directors of the Insured exercises or has exercised a
      controlling interest
   B) any entity exercising a controlling interest over the Insured
      by virtue of their having a financial or executive interest in
      the operation of the Insured
   unless such Claim emanates from an independent third party

6 Directors’ and Officers’ Liability
   any Claim against any Insured in their capacity as a director
   officer or trustee in respect of the performance or non-
   performance of their duties as a director officer or trustee

7 Dishonesty
   any dishonest or fraudulent act or omission committed by any
   person after there is reasonable cause for suspicion of fraud or
   dishonesty in relation to such person

   Furthermore no indemnity shall be given to any person
   committing condoning or knowingly participating in any way in
   any act or omission of a fraudulent or dishonest nature

8 Employment
   any Claim arising from any liability to any Employee former
   Employee or prospective Employee in respect of employment
   related libel, slander, humiliation or defamation, wrongful
   dismissal, repudiation or breach of any employment contract or
   arrangement termination of a training contract or contract of
   apprenticeship, harassment, discrimination or like conduct

9 Financial Services
   any Claim arising out of any Regulated Activities as defined in
   the Financial Services and Markets Act 2000 as amended from
   time to time. This Exclusion will not apply to mortgage mediation
   activity and insurance mediation activity relating to general
   insurance contracts only for which the Insured has permission
   pursuant to Part IV of the Financial Services and Markets Act 2000

10 Fines Penalties and Punitive Damages etc.
   any fines penalties punitive or exemplary aggravated damages
   where such damages have been identified separately within
   any award of a court or the multiple portion of any multiplied
   damage award

11 Insolvency of the Insured
   any Claim arising out of or relating to the insolvency or
   bankruptcy of the Insured

   Provided that this Exclusion shall not apply to any Claim
   A) in respect of monies held on behalf of third parties or
   B) for which the Insured would otherwise be indemnified by
      this Policy but for the insolvency or bankruptcy of the Insured
12 Insured’s Contribution

the Insured’s Contribution

13 Market Fluctuation

any Claim relating to the financial return of any investment or the depreciation or loss of investments when such financial return depreciation or loss is as a result of normal or abnormal fluctuations in any financial stock commodity or other markets which are outside the influence or control of the Insured

Provided that this Exclusion will not apply to Professional Business of the Insured in connection with the survey or valuation of any tangible property

14 North American Jurisdiction and Operations

A) damages or other monetary awards judgments or negotiated settlements claimant’s costs and expenses and Defence Costs connected with or arising out of any North American Claim

B) the enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside North America of any damages or other monetary awards judgments or negotiated settlements claimant’s costs and expenses and Defence Costs connected with or arising out of any North American Claim

C) the operations of the Insured or any principal partner Member director Employee agent branch subsidiary or parent company of the Insured in North America

15 Nuclear

loss or destruction of or damage to any property whatsoever or any loss or expense of whatsoever nature resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

16 Pollution

any Claim arising directly or indirectly from Pollution Howsoever this Exclusion shall not apply to any such Claim caused by a negligent act negligent error or negligent omission in the conduct of Professional Business

Provided that

A) No indemnity shall be granted in respect of any such Claim directly or indirectly resulting from Environmental Audits carried out by the Insured

B) Except as provided in C) below the liability of the Insurer for civil liability and Defence Costs arising out of all such Claims notified during the Period of Insurance shall be the amount stated as the Limit of Indemnity in the Schedule but shall apply in the aggregate and not any one Claim

C) Where such Claim arises from the Insured’s negligent structural design or specification or failure to report a structural defect in a property and relates solely to the cost of re-designing re-specifying remedying or rectifying the defective structure then the liability of the Company in respect of any one Claim shall not exceed the Limit of Indemnity

For the purposes of this Exclusion only Asbestos is deemed not to be a contaminant or a pollutant

17 Previous Claims or Circumstances

A) the consequence of any circumstance

1) notified under any insurance which was in force prior to the inception of this Policy

2) known to the Insured or which should have been known to the Insured at the inception of this Policy which might reasonably be expected to produce a Claim

B) any Claim made against the Insured prior to the Period of Insurance

Provided that this Exclusion shall not reduce the rights of the Insured under the Special Benefits

18 Retroactive Date

any claim or loss otherwise eligible for indemnity under this Policy where the cause of such Claim or loss occurred or was alleged to have occurred prior to any Retroactive Date specified in the Schedule

19 Supply of Goods

any Claim arising out of the supply of any goods by the Insured or products manufactured constructed altered repaired treated sold supplied or distributed by the Insured Provided this Exclusion shall not apply to project models or displays

20 Surveys or Valuations (qualifications and experience)

any Claim arising as a result of any survey or valuation unless it was undertaken by

1) a Fellow Professional Member Technical Member or an Associate Member of the Royal Institution of Chartered Surveyors (RICS) or

2) a Fellow or Associate of the Incorporated Society of Valuers and Auctioneers (ISVA) or

3) a Fellow or Associate of the Architects and Surveyors Institute (ASI) or

4) a Fellow or Associate of the Faculty of Architects and Surveyors (FFAS) or

5) a Fellow or Associate of the Royal Institute of British Architects (RIBA) or

6) a Fellow or Associate of the Royal Incorporation of Architects in Scotland (RIAS) or

7) a person registered as an architect with the Architects Registration Board or
8) a RICS Registered Valuer in accordance with the RICS Valuation Standards or
9) a person with not less than five years’ experience of such work or
10) any other person delegated by the Insured to execute such work subject to
   A) the work being supervised by a person in any of categories 1) to 9) above or
   B) prior written agreement having been obtained from the Insurer

21 Trading Losses
any Claim arising out of or in connection with any trading losses or liabilities incurred by the Insured or any business managed by or carried on by the Insured

22 Transportation or Property
the ownership use occupation or leasing of mobile or immobile goods or property by or on behalf of the Insured

23 War and Terrorism
any Claim arising directly or indirectly out of War Risks or Terrorism
General Conditions

1 Minimum Standards of Control

In order for Claims to be accepted under Insurance Clause 3 (Fidelity)

A) all manually prepared cheques or other bank instruments drawn for more than £25,000 shall require two manually applied signatures to be added after the amount has been inserted

B) no cheque or instrument shall be signed until one signatory has examined the supporting documentation

C) in respect of computer or machine prepared cheques or other bank instruments for more than £25,000 supporting documentation shall be examined and authorised before requisition is input and also shall require one manually applied signature to be added after the cheque or instrument is prepared

D) bank statements receipts counterfoils and supporting documents shall be checked at least monthly against cash book entries and the balance tested with cash and unpresented cheques independently of the Employees responsible at least monthly

E) Employees receiving cash or cheques in the course of their duties shall be required to remit all monies received or bank in full on the day of receipt or the next banking day

F) cash in hand shall be checked independently of Employees responsible at least monthly and additionally without warning every six months

G) no one individual shall be permitted to release computer initiated transfer authorities to the bank A second person of higher authority must be required to check and then release instructions Entries by each person related to the user authorisation and the appropriate authorities are to be built into the computer program

H) all authorities for the initialisation of written telephone or facsimile transfers or transfer instructions for more than £25,000 shall require the bank to call back to an authorised person to verify instructions before the transaction is commenced

Failure to comply with this Condition will result in the claim being rejected

2 Other Insurance

If at the time any claim arises under this Policy the Insured is or but for the existence of this Policy would be entitled to indemnity under any other policy or policies the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected

3 Choice of Law

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws

Unless the parties agree otherwise in writing the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if the Insured is based in the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

4 RICS Policy Wording to prevail for members of the Royal Institution of Chartered Surveyors

Where the Insured is a member of the Royal Institution of Chartered Surveyors in any dispute in connection with the terms Conditions Exclusions or limitations of this Policy it is specifically understood and agreed that the terms conditions exclusions and limitations of the RICS Policy Wording issued by the Royal Institution of Chartered Surveyors applicable at the start of the Period of Insurance shall take precedence over any terms Conditions Exclusions or limitations contained herein which are less favourable to the Insured

5 Rights of Third Parties

A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

6 Cancellation of the Insured's Fixed Sum Loan Agreement

Where the Insurer has agreed to the Insured paying their premium by monthly instalments then in the event that there is a default in the instalments due under the payment schedule the insurer reserves the right to terminate the Policy and the insurer will no longer be insured by the Insurer The Insurer may also take further action to pursue any outstanding debt

If the Insured’s monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 2006 then this shall be deemed to be a linked loan agreement In the event that there is a default in the instalments due under the payment schedule the Insurer reserve the right to also terminate that linked loan agreement

7 Financial or Trade Sanctions

The Insurer shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition

If any Prohibition takes effect during the Policy period the Insured or the Insurer may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

The whole or any part of the Policy is cancelled the Insurer shall if and to the extent that it does not breach any Prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

For the purposes of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation

8 Insurance Act 2015

In respect of any

A) duty of disclosure

B) effect of warranties

C) effect of acts of fraud

The rights and obligations applying to the Insured and the Insurer shall be interpreted in accordance with the provisions of the Insurance Act 2015
Claims Conditions

1 Claims Notification
If during the Period of Insurance the Insured receives any Claim or discovers any loss for which there may be indemnity under this Policy the Insured shall give written notice of such Claim or loss to the Insurer as soon as reasonably possible. All Claims and losses must be notified to the Insurer not later than ten days after the expiry of the Period of Insurance.

If during the Period of Insurance the Insured becomes aware of any circumstance which might reasonably be expected to produce a Claim against the Insured the Insured shall give written notice of such circumstance to the Insurer as soon as reasonably possible irrespective of whether the Insured's views as to whether such Claim will succeed or as to whether the amount of the Claim will exceed the Insured’s Contribution. All circumstances must be notified to the Insurer prior to the expiry of the Period of Insurance. Any Claim arising from any circumstance notified to the Insurer in accordance with this Condition shall be deemed to have been made in the Period of Insurance.

2 Notification of Adjudications
In order for Claims to be accepted under this Policy in respect of any adjudication for which indemnity is available under Insurance Clause 1 (Civil Liability) the Insured must comply with the following:

A) notify the Insurer within 2 working days of receipt of any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to a contract and

B) not serve any of the notices referred to in 2A without the prior written consent of the Insurer unless in the Insured’s reasonable opinion service of those notices will not give rise to a Claim against the Insured.

Failure to comply with this Condition will result in the claim being rejected.

3 Notification of Reviews by Ombudsman
In order for Claims to be accepted under Insurance Clause 1 D) of this Policy the Insured must give notice to the Insurer in writing within ten working days of it becoming aware that any ombudsman is or will be reviewing a case directly affecting the Insured.

Failure to comply with this Condition will result in the claim being rejected.

4 Supporting Documentation and Admissions
All documents supporting any Claim shall be forwarded to the Insurer immediately on receipt.

No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Insurer.

5 Conduct of Claims
The Insured shall give all such assistance as the Insurer may require. The Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute or bring proceedings in the name of the Insured for its own benefit. All Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim.

6 Queen’s Counsel Clause
The Insured shall not be required to contest any legal proceedings unless a Queen’s Counsel (or by mutual agreement between the Insured and the Insurer a similar authority) shall advise that such proceedings could be contested with the probability of success.

7 Disposal of Claims
In connection with any Claim against the Insured, the Insurer may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid or which the Insurer is liable to pay in relation to such Claim as damages or claimant’s costs and expenses) or any less amount for which such Claim can be settled and thereupon the Insurer shall relinquish the control of such Claim and be under no further liability in connection therewith except for Defence costs for which the Insurer may be responsible under this Policy in respect of matters prior to the date of such payment.

8 Dishonesty or Fraud
In respect of any claim made in accordance with this Policy arising out of any dishonest or fraudulent act or omission on the part of any current partner, Member, principal or director of the Insured or any Employee:

A) the Insured must immediately take all reasonable steps to prevent further loss

B) if the Insurer so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such dishonest or fraudulent act or omission or from the personal representatives of such person

C) any monies recovered following action as described in 8B) above will be deducted from any amount payable under this Policy.
Special Benefits

1. Where this Policy is a renewal of an immediately preceding Professional Indemnity insurance issued by the Insurer the Insurer will not avoid this Policy due to a breach of the Insured’s duty of fair presentation provided that
   A) such failure of the Insured’s duty of fair presentation was neither deliberate or reckless
   B) the Insurer may impose such terms and conditions as the Insured would have imposed in the absence of such breach
   C) where the Insured’s breach of the duty of fair presentation was the failure to notify any circumstance known to the Insured or which should have been known to the Insured prior to the Period of Insurance which might reasonably be expected to produce a Claim Exclusion 17 A 2) (Previous Claims or Circumstances) shall not apply provided that
      i) the Insured’s failure to notify such circumstance was neither deliberate or reckless and
      ii) if the indemnity or cover to which the Insured would have been entitled under any applicable preceding insurance was in any way more restrictive than that provided at the date of notification to the Insurer then indemnity or cover will be restricted to that applicable under such preceding insurance
   2. If the Insured is in breach of Claims Conditions 1 (Claims Notification) or 4 (Supporting Documentation and Admissions) of this Policy then the Insurer shall not deny any claim but shall first apply provision C) in Special Benefit 1 (to the extent applicable) and then whether such breach has prejudiced the handling or settlement of any claim reduce the amount payable in respect of such claim (including Defence Costs) to such sum as would have been payable by the Insurer in relation to that claim in the absence of such prejudice
   3. Where the Insured is a member of the Royal Institution of Chartered Surveyors the following clause shall replace Special Benefits 1 and 2 in their entirety
      The Insurance Act 2015 ("the Act") has introduced a duty on the Insurer that before the Insured enters into a contract of insurance the Insured must make to the Insurer a fair presentation of the risk. This clause varies the terms of the Act in relation to the Insurer’s remedy for a breach of duty of fair presentation
      A) Where there has been a failure by the Insured to comply with their duty to make a fair presentation of the risk to the Insurer and such failure would entitle the Insurer to avoid this Policy the Insurer agrees only to exercise their right to avoid this policy if the Insured has admitted or the Insurer has established by way of a final adjudication in arbitration proceedings between the Insurer and the Insured commenced in accordance with 3D) below (including any appeal therefrom) that the Insured failed to make a fair presentation of the risk with the intention of misleading or deceiving the Insurer. Until such final adjudication (including any appeal therefrom) has been concluded the Insurer shall continue to honour its obligations and make payment under the Policy
   4. B) In any case where there has been a failure by the Insured to comply with their duty to make a fair presentation of the risk to the Insurer and where Special Benefit 3A) does not apply
      1) in the case of a Claim first made against the Insured during the Period of Insurance where
         a) the Insured had previous knowledge of the incident occurrence fact matter act or omission relating to such Claim and
         b) the Insured should have notified the same under any preceding policy but did not do so
         then where the indemnity or cover under this Policy is greater or wider in scope than that to which the Insured would have been entitled under such preceding policy (whether with other insurers or not) the Insurer shall only be liable to afford indemnity to such amount and extent as would have been afforded to the Insured by such preceding policy and
      2) regardless of whether or not Special Benefit 3B1) applies where the Insurer can demonstrate that by reason of the Insured’s failure to comply with their duty to make a fair presentation of the risk the Insurer would not have written the Policy or would have written the Policy but on different terms and conditions then the Insurer shall be entitled to charge a just and equitable additional premium in light of the prejudice caused to the Insurer’s interests by such failure to comply with that duty
      3) otherwise save as set out in Special Benefits 3B1) and 3B2) above the Insurer shall not be entitled to any remedy by reason of the Insured’s failure to comply with their duty to make a fair presentation of the risk where such failure was neither deliberate or reckless
   5. C) If the Insured is in breach of Claims Conditions 1 (Claims Notification) or 4 (Supporting Documentation and Admissions) then the Insurer shall not deny any claim but shall first apply provision B) 1) in Special Benefit 3 (to the extent applicable) and then whether such breach has prejudiced the handling or settlement of any claim reduce the amount payable in respect of such claim (including Defence Costs) to such sum as would have been payable by the Insurer in relation to that claim in the absence of such prejudice
   6. D) In the event of any dispute or disagreement between the Insured and the Insurer regarding the application of Special Benefit 3 or the correct interpretation of the Definition of Professional Business such dispute or disagreement shall be referred to either party for arbitration to any person nominated by the President for the time being of The Royal Institution of Chartered Surveyors
Renewal and cancellation

Shortly before each Policy anniversary the Insurer will tell the Insured the premium and terms and conditions that will apply for the following year or the Insurer may request the Insured to complete a renewal declaration form if the Insured want to change or cancel the cover they must tell the Insurer before the renewal date.

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by the Insured.

Renewal will not be invited unless a satisfactory declaration is received by the Insurer when requested prior to expiry of the Period of Insurance. Failure to submit a renewal declaration form prior to expiry of the Period of Insurance will cause the Policy to be lapsed from the expiry date.

If the Insured pays by direct debit and the Insurer does not request a renewal declaration form the Insurer will renew the policy and continue to collect payments unless told before the renewal date that the Policy is to cancel if the Insured pays by any other method they must submit a further payment if they wish to renew the Policy.

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Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE
At RSA we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

Our promise to you
We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure you are clear on how to escalate your complaint, if necessary

Step 1
If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker. If your complaint relates to a claim then please call the claims number on the Claim Notification page of this policy wording.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We’ll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

Step 2
In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team’s contact details are as follows:

Post:
RSA Customer Relations Team
P O Box 255
Wymondham
NR18 8DP
Email: crt.halifax@uk.rsagroup.com

If you are still not happy
If you are still unhappy after our Customer Relations Team’s review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone:
0800 0234567 (free from mobile phones and landlines)
0300 1239123 (costs no more than calls to 01 or 02 numbers)

Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.
Fair Processing Notice

At Royal & Sun Alliance Insurance plc we provide commercial insurance policies directly or in partnership with other organisations. Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at: www.rsagroup.com/support/legal-information/privacy-policy/

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer
RSA
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

You may also email us at crt.halifax@uk.rsagroup.com