

Surveyors, Estate Agents, Auctions, Property Managers and Quantity Surveyors Civil Liability Professional Indemnity Insurance Policy – Key Facts

This document outlines the covers and highlights the exclusions of your Surveyors Civil Liability Professional Indemnity wording underwritten by Choice Insurance Agency Limited on behalf of International General Insurance Company (UK) Limited. This summary does not contain the full terms and conditions of the Policy which is in the wording itself and which will affect the coverage provided.

Important Notice Regarding Claims and Material Facts

You must provide us with any and all information that is material to Insurers underwriting your risk. Any failure to do so may invalidate your Policy.

In the Policy certain conditions are stated to be conditions precedent to the right to be indemnified. These conditions must be complied with before Insurers will agree to provide indemnity. A claim or a circumstance which is likely to give rise to a claim must be notified to Insurers as soon as practical and never more than 14 days after receipt of any claim. Both claims and circumstance must be notified within the period of the insurance.

Your broker/advisor should advise you further on these important features of the Policy.

All claims and circumstances which are notified under the Policy should be addressed in writing to:

The Claims Manager

Caytons Law

85 Gracechurch Street, London, EC3V 0AA.

Or via email at claims@caytonslaw.com

Complaints Procedure

If you have a Complaint which relates to either Your Policy or to a claim which you have submitted under Your policy then please raise this in the first instance with Your broker who will aim to resolve Your concerns by close of the next business day.

If Your broker is unable to deal with your concerns the matter will be forwarded onto Your Insurer via your Insurance provider, who is:-

The Claims Manager

Choice Insurance Agency limited

4th Floor

Gateway Building

10 Elmer Approach

Southend-on-Sea

Essex

SS1 1LW

Or via email at Complaints@ChoiceInsuranceAgency.com

Whilst reviewing your complaint Your Insurer will:

- Acknowledge Your complaint promptly
- Investigate Your complaint quickly and thoroughly
- Keep You informed of the progress of your complaint
- Do everything possible to resolve Your complaint

Your Insurer is obliged to provide You with a written offer of resolution within 8 weeks of the date Your complaint was received.

Key Facts

Cover

You are covered for your civil liabilities and defence costs that have to be paid in respect of claims arising from the conduct of the professional business.

In addition, there is coverage for awards by the Ombudsman, coverage for fraudulent acts committed by employees, coverage for loss or damage to documents, and for compensation for court attendance, plus costs for legal representation at hearings and tribunals in connection with the Professional Business plus the defence costs of any proceedings under specified health and safety legislation,

The limit of indemnity provided for the civil liability coverage is on an any one claim basis as specified in the Policy Schedule, whereas the limits provided for the additional covers are subject to specified inner limits as stated in the policy wording.

Main Exclusions

- Decisions of a non independent adjudicator
- Asbestos Risks
- Claims arising under certain contractual agreements
- Employer's liability claims
- Directors' and Officers' liability claims
- Employment related claims
- Fines and Penalties
- Dishonest and Fraudulent Acts of persons whereby there was reasonable suspicion of fraud in relation to that person and indemnity to the persons committing the fraud
- Insolvency of the Insured
- Claims by companies in which you have controlling interests or in respect of joint ventures
- Claims arising solely from the financial return of any investment
North American jurisdiction and operations
- Claims or circumstances which should have been notified to previous policies or of which the Insured was previously aware
- Claims arising out of work committed prior to the Retroactive Date as specified in the Schedule
- Supply of goods
- Claims arising out of Valuations, Home Condition Reports and Energy Performance Certificates unless provided by a properly qualified professional
- Liability due to possession or use of land or vehicles
- Loss of business and profits
- Nuclear, war and terrorism risks
- Pollution unless the claim was caused by a negligent act or omission in the conduct of the business
- Trading losses or liabilities incurred by the Insured