

**SURVEYORS, ESTATE AGENTS, AUCTIONEERS, PROPERTY  
MANAGERS AND QUANTITY SURVEYORS –  
Professional Indemnity Insurance Policy Wording**

## Claim Notification

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

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

### **Insurers Representative**

Initially a notification of any claim, or any circumstances which may reasonably be expected to produce a claim, should be sent to [claims@caytonslaw.com](mailto:claims@caytonslaw.com).

Caytons Law  
85 Gracechurch Street London  
EC3V 0AA

THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER IMMEDIATELY.

The Insurer and the Insured agree that

This Policy the Schedule (including any Schedule issued in substitution) and any Endorsements shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal and any information supplied by the Insured shall be incorporated in the contract

The Insurer will provide the insurance described in this Policy subject to the terms and conditions 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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## Terms and Conditions

THIS INSURANCE COVERS CLAIMS FIRST MADE AGAINST THE INSURED (AND, IN RELATION TO INSURANCE CLAUSE 5, 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 asbestos means  
crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
  
- 3 asbestos containing materials means  
any material containing Asbestos or Asbestos Dust
  
- 4 asbestos dust means  
fibres or particles of Asbestos
  
- 5 asbestos inspections means  
Type 1 2 or 3 inspections as set out in MDHS 100 published by the Health and Safety Executive in connection with regulation 4 of the Control of Asbestos Regulations 2006 or any other comparable inspection whether of commercial or residential land or property
  
- 6 asbestos risks means
  - A) the presence of 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 Bodily injury means  
death disease illness or bodily or mental injury
  
- 8 claim means
  - A) service of a Claim Form Counterclaim Other Additional Claim Application 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 Pre- Action Protocols contained in the Civil Procedure Rules
  
- 9 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 Insurance and in connection with any circumstances which may give rise to a Claim

The Insurer shall not unreasonably withhold its consent to the incurring of Defence Costs

- 10 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
- 11 employee means  
any person including any trainee or consultant under a contract of service with the Insured in respect of Professional Business at the time of any conduct giving rise to a Claim against the Insured or at the time of any other occurrence which may be the subject of indemnity under this Insurance
- 12 endorsement means  
an amendment to the Policy Terms and Conditions including amendments described as Memoranda in the Schedule
- 13 environmental audit means  
an investigation which is specifically intended to assess whether there is actual Pollution present
- 14 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
- 15 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 provided that each shall be subject to the terms of this Insurance to the extent such terms can apply
- A) any current partner director or Member or former partner director or Member of the Insured
  - B) any person who may subsequently become a partner director or Member of the Insured during the Period of Insurance
  - C) any former partner director or Member of the Predecessors
  - D) any retired partner director or Member of the Insured remaining as a consultant to the Insured
  - E) in respect of Professional Business undertaken on behalf of the Insured
    - 1) any Employee or former Employee
    - 2) those persons named in the Proposal by the Insured as consultants or former consultants and whose names have been accepted by the Insurer
    - 3) any self-employed person
  - F) any 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
- 16 insured’s contribution means  
the amount for which the Insured is responsible under Insurance Clauses 1(Civil Liability) 2 (Awards by Ombudsmen) 4 (Fidelity) and 9 (Appointed Representative) of this Insurance 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 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
- 17 insurer means  
Choice Insurance Agency Limited on behalf of International General Insurance Company (UK) Limited

- 18 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
- 19 member means  
a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000
- 20 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
- 21 money means  
currency coins and bullion or monetary balances held at a financial institution to the credit of the Insured
- 22 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
- 23 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
- 24 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
- 25 Predecessors means  
any person practice or other firm to which the Insured has succeeded
- 26 Professional Business means
- A) professional services (including the giving of advice) undertaken by or on behalf of the Insured 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 normally 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
- 27 Property means  
tangible property other than Money or Securities
- 28 Proposal means  
the proposal form or Statement of Fact and any declaration completed in respect of this Insurance including any renewal declaration and any information supplied by or on behalf of the Insured in addition to or in substitution for these documents
- 29 securities means  
negotiable and non-negotiable instruments representing either Money or Property but not including Money or Property
- 30 statement of fact means  
the document which provides details of
- A) the Insured and all material information relevant to this Insurance
  - B) assumptions made by the Insurer about material information
- If this information or these assumptions are incorrect the Insured must inform the Insurer as soon as possible
- 31 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

- 32 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
- 33 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
- 34 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

## Interpretation

In this Insurance

- 1 the singular includes the plural and vice versa
- 2 the male gender includes the female and neutral genders
- 3 references to any Act or law include any rule order regulation or other similar instrument made thereunder and shall include any amendment replacement consolidation or re-enactment of such Act or law
- 4 any legal references within this Insurance shall include any equivalent legal provision in the jurisdiction of ordinary residence of the Insured or location of the risk insured provided that such jurisdiction falls within the territorial scope of this Insurance
- 5 the use of headings and sub-headings is for ease of reference only and is not intended to be construed as an aid to interpretation
- 6 any sentence commencing with the terms "including" or "includes" or any similar expression is intended to be construed as illustrative and not as exhaustive

## 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 and notified to the Insurer during the Period of Insurance in respect of civil liability (including liability for claimant's costs and expenses) incurred in connection with the conduct of Professional Business

The foregoing indemnity extends to include liability which the Insured may incur in respect of any Claim or Claims first made against the Insured during the Period of Insurance as a result of any

- A) decision by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction Contracts as contained in the Housing Grants Construction and Regeneration Act 1996 or an adjudication clause or rules contained in a contract
- B) award by an arbitrator or tribunal of arbitrators

### 2 Awards by Ombudsmen

The Insurer will indemnify the Insured in accordance with the recommendation of any ombudsman under any recognised ombudsman scheme in respect of

- A) any amount paid or payable
- B) any Defence Costs incurred in taking any steps which the Insured is directed to take by the ombudsman in relation to a claimant

to the same extent as the Insurer is obliged to indemnify the Insured in respect of any civil liability covered under Insurance Clause 1 (Civil Liability)

### **3 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 Clauses 1 (Civil Liability) or 2 (Awards by Ombudsmen) or 9 (Appointed Representative)

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

### **4 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 and notified to the Insurer during the Period of Insurance 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 4A) above provided that the Insured has established a valid claim under this Insurance 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)

### **5 Loss of or Damage to Documents**

The Insurer will in the event of loss of or damage to Documents occurring in the conduct of Professional Business and advised to the Insurer during the Period of Insurance indemnify the Insured in respect of all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents up to a maximum of £250,000 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
- 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

### **6 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 Insurance 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 |

#### **7 Legal Representation Costs**

The Insurer will pay 80 per cent of costs charges and expenses which are not indemnified as Defence Costs under Insurance Clause 3 incurred by the Insured with the prior written consent of the Insurer and not otherwise covered by this Insurance for representation at properly constituted hearings tribunals or proceedings in respect of any occurrence arising from the conduct of Professional Business first instigated against the Insured and notified to the Insurer during the Period of Insurance in respect of any occurrence which may be the subject of indemnity under this Insurance Provided that the liability of the Insurer shall not exceed £100,000 during the Period of Insurance

#### **8 Estate Agents and Health & Safety Legislation**

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 £100,000 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 during the Period of Insurance under

- A) The Property Misdescriptions Act 1991
- B) The Estate Agents Act 1979
- C) The Health and Safety at Work etc Act 1974
- D) The Health and Safety at Work (Northern Ireland) Order 1978
- E) The Construction (Design and Management) Regulations 2007
- F) The Corporate Manslaughter and Corporate Homicide Act 2007
- G) similar or successor legislation to that detailed in A) to F)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

#### **9 Appointed Representative**

In the event that the Appointed Representative Endorsement is applied to this Insurance the following provisions shall apply The Insured is for the purposes of the Financial Services & Markets Act 2000 an Appointed Representative of the principals named in the Endorsement for the purposes stated in the Endorsement Notwithstanding Exclusion 9 (Financial Services) the Insurance will subject to all its terms Conditions and other Exclusions indemnify the Insured in respect of any negligent act negligent error or negligent omission in connection with such appointment(s)

## 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 Insurance 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 Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996
- 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 Inspections 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 agreement 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 agreement

Notwithstanding this Exclusion this Insurance will indemnify the Insured in respect of Claims or costs or expenses arising out of liability assumed under the 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 or 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 Insurance 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 following

- A) survey or valuation of any tangible property for the purpose of any sale proposed sale purchase or proposed purchase
- B) survey or valuation of any tangible property for insurance or stock valuation purposes

**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 However 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 Insurance
  - 2) known to the Insured or which should have been known to the Insured at the inception of this Insurance which may reasonably be expected to produce a Claim
- B) any Claim made against the Insured prior to the Period of Insurance

**18 Retroactive Date**

any claim or loss otherwise eligible for indemnity under this Insurance 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 Valuations Home Condition Reports and Energy**

Performance Certificates (qualifications and experience)

- A) any Claim arising as a result of a Home Condition Report unless it was undertaken by a certified Home Inspector
- B) any Claim arising as a result of an Energy Performance Certificate unless it was undertaken by a certified Home Inspector or a certified Energy Assessor holding an accreditation appropriate to the type of assessment performed (or in Scotland by a member of an organisation which has entered into a protocol with the Scottish Government for this purpose)
- C) any Claim arising as a result of any other type of survey or any valuation unless it was undertaken by
  - 1) a Fellow or Professional member or Technical 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 with not less than five years' experience of such work or
  - 8) 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 7) 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

## 1 Minimum Standards of Control

It is a condition precedent to the Insurer's liability under Insurance Clause 4 (Fidelity) that

- 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

The Insurer will have no liability where the Insured does not comply with the requirements of this Condition

## 2 Other Insurance

If at the time any claim arises under this Insurance the Insured is or but for the existence of this Insurance 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 Insurance 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 law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either 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 Insurance 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 Insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act

## 6 Consumer Credit Termination Clause

The Insurer reserves the right to terminate the Policy in the event that there is a default in instalment payments under any linked loan agreement

## 1 Claims Notification

If during the Period of Insurance the Insured receives any Claim the Insured shall give written notice of such Claim to the Insurers Representative as soon as reasonably possible All Claims must be notified to the Insurers Representative prior to the expiry of the Period of Insurance

If during the Period of Insurance the Insured becomes aware of any circumstance which may reasonably be expected to produce a Claim against the Insured the Insured shall give written notice of such circumstance to the Insurers Representative as soon as reasonably possible irrespective of either 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 Insurers Representative prior to the expiry of the Period of Insurance Any Claim arising from any circumstance notified to the Insurers Representative in accordance with this Condition shall be deemed to have been made in the Period of Insurance

## 2 Notification of Adjudications

The Insured shall as a condition precedent to its right to indemnity in respect of any adjudication for which indemnity is available under Insurance Clause 1 (Civil Liability)

- A) notify the Insurers Representative within 2 working days of receipt of any notice of intention to adjudicate notice of adjudication referral notice or any adjudication notice pursuant to contract
- B) not serve any of the notices referred to in Claims Condition 2A) without the prior written consent of the Insurers Representative or the Insurer unless in the Insured's reasonable opinion service of those notices will not give rise to a Claim against the Insured

The Insurer will have no liability under Insurance Clause 1 in respect of any matter which the Insured does not notify to the Insurers Representative in accordance with the requirements of this Condition

## 3 Notification of Reviews by Ombudsman

The Insured shall as a condition precedent to its right to indemnity under Insurance Clause 2 (Awards by Ombudsmen) give notice to the Insurers Representative in writing within ten working days of it becoming aware that any ombudsman is or will be reviewing a case directly affecting the Insured

The Insurer will have no liability under Insurance Clause 2 in respect of any matter which the Insured does not notify to the Insurers Representative in accordance with the requirements of this Condition

## 4 Supporting Documentation and Admissions

All documents supporting any Claim shall be forwarded to the Insurers Representative 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 Insurers Representative or the Insurer

## 5 Conduct of Claims

The Insured shall give all such assistance as the Insurers Representative or the Insurer may require Gallagher Basset International or 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 any 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 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 as damages or claimant's costs and expenses in respect of such Claim) 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 costs and expenses for which the Insurer may be responsible under this Insurance 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 Insurance

## Special Benefits

- 1 In the event of non-disclosure or misrepresentation the Insurer will waive its rights to avoid this Insurance provided that
  - A) the Insured is able to establish to the satisfaction of the Insurer that such non-disclosure or Misrepresentation was innocent and free from any fraudulent conduct or intent to deceive
  - B) the Premium and terms shall be adjusted at the discretion of the Insurer to those which would have applied had such circumstances been disclosed
  - C) where the Insured should have notified during a preceding Period of Insurance either a Claim made against the Insured or circumstances which could give rise to a Claim and the indemnity or cover to which the Insured would have been entitled was in any way more restricted than that provided at the date of notification the Insurer shall be liable only to the extent applicable during such preceding Period of Insurance
- 2 If the Insured is in breach of Claims Conditions 1(Claims Notification) or 4 (Supporting Documentation and Admissions) of this Insurance then the Insurer shall not deny any claim but shall firstly apply provision C) in Special Benefit 1(to the extent applicable) and then where 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 in the Insurer's reasonable opinion would have been payable in the absence of such prejudice
- 3 In the event of any dispute or disagreement between the Insured and the Insurer regarding the application of Special Benefits 1 and 2 such dispute or disagreement shall be referred by either party for arbitration to any person nominated by the President for the time being of The Royal Institution of Chartered Surveyors

## Renewal Procedure

Prior to expiry of the Period of Insurance each year the Insurer may request the Insured to complete a renewal declaration form

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 satisfactory renewal declaration form prior to expiry of the Period of Insurance will cause this Insurance to be lapsed from the expiry date

## Complaints Procedure and Regulatory Information

### Notice to the Insured

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:-

Choice Insurance Agency Ltd.  
The Gateway Building  
10 Elmer Approach  
Southend-on-Sea, Essex  
SS1 1LW

Or via email at [Complaints@ChoiceInsuranceAgency.com](mailto: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.

If You are unhappy with the final decision made by Your Insurer , You may be eligible to refer Your case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints.

The FOS can be contacted at the following address:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Telephone: 0800 0234567 (for landline users)  
Telephone:0300 1239123 (for mobile users)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of the final response from Your Insurer to refer Your complaint(s) to the FOS. This does not affect Your right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

### DATA PROTECTION ACT 1998

It is understood by the Insured that any information provided to the Insurers regarding the Insured will be processed by the Insurers, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.