



Professional Indemnity Insurance for Design and Construct 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, 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 this Professional Indemnity Insurance

1 Agency Worker means

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

2 Agent means

any person or firm including specialist designers consultants or sub-contractors of the Insured or the Predecessors engaged in the performance of the Professional Activities and Duties provided that the rights of recourse against such specialist designers consultants or sub-contractors are not waived or otherwise impaired

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 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 Notice of Appeal Witness Summons or similar legal document including an application for any related injunction
- B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings 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
- D) any communication in whatsoever form invoking any Pre-Action Protocols contained in the Civil Procedure Rules

9 Computer System means

any computer hardware software communications system electronic device (including but not limited to smart phone laptop tablet wearable device) server cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input output data storage device networking equipment or back up facility

10 Cyber Act means

an unauthorised malicious or criminal act or series of related unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any Computer System

11 Data means

information facts concepts code or any other information of any kind that is recorded or transmitted in a form to be used accessed processed transmitted or stored by a Computer System

12 Data Protection Law means

any applicable data protection and privacy legislation or regulations in any country province state territory or jurisdiction which govern the use confidentiality integrity security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended updated or re-enacted from time to time)

13 Defence Costs means

all costs and expenses (other than costs incurred in connection with Claims Condition 7B) 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 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

14 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

15 Employee means

- A) any person including any trainee or consultant under a contract of service with the Insured or the Predecessors
- B) any Agency Worker

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 Policy

16 Endorsement means

an amendment to the Policy Terms and Conditions including amendments described as Memoranda in the Schedule

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 the Professional Activities and Duties 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 or former partner director or Member of the Insured
- B) any former partner director or Member of the Predecessors
- C) any retired partner director or Member of the Insured remaining as a consultant to the Insured
- D) any Employee or former Employee
- E) any consultant or former consultant accepted by the Insurer
- F) any self-employed person
- G) any estate heirs executors and legal representatives of any of those included in A) to D) above in the event of their death incapacity insolvency or bankruptcy

18 Insurer means

Royal & Sun Alliance Insurance Ltd (No 93792) St Mark's Court
Chart Way Horsham West Sussex RH12 1XL

19 Insured's Contribution means

the amount for which the Insured is responsible under Insurance Clauses 1 (Liability at Law) 2 (Defence Costs) 3A (Loss of or Damage to Documents - Liability at law) 4 (Mitigation of Losses) and 5 (Joint Ventures or Consortiums) of this Policy in respect of any one Claim

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

20 Malware means

any malicious code software or virus designed to

- A) erase deny access to or corrupt data
- B) damage destroy or disrupt the normal functioning of any computer mobile device computer system or computer network or take partial control over its operation or
- C) circumvent any network security product or service whether involving self-replication or not

21 Member means

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

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 Policy means

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

25 Predecessors means

any person practice or other firm to which the Insured has succeeded

26 Professional Activities and Duties means

the performance by or on behalf of the Insured or the Predecessors of any professional

- A) design or specification
- B) supervision of construction
- C) feasibility study including work in relation to applications for planning consent
- D) technical information calculation
- E) surveying
- F) services undertaken in the principal designer role under the Construction (Design and Management) Regulations 2015
- G) duty to warn a client of any inadequacy or deficiency in any design specification or formula supplied by the client

in connection with the business undertaken only by or under the direction and direct control of a qualified architect engineer surveyor quantity surveyor or other person having other relevant professional qualifications appropriate to the work undertaken or having a minimum level of experience of five years in undertaking such work

Provided that

Where Professional Activities and Duties are undertaken by specialist designers consultants or sub-contractors directly appointed by and acting on behalf of the Insured the Insured shall obtain evidence that

- a) they are qualified to undertake the Professional Activities and Duties and
- b) at the time of their engagement they have in force their own professional indemnity insurance cover which is at least as extensive as the cover afforded under this Policy

For the avoidance of doubt Professional Activities and Duties do not include supervision by the Insured of their own or their subcontractors' work where such supervision is undertaken in the Insured's capacity as building or engineering contractor and the Insured has no responsibility under the contract for provision of design Such supervision will however be included within the Professional Activities and Duties whenever the Insured has provided all of the design element of their building or engineering contracts or sub-contracts

27 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

28 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 HM government in the United Kingdom or any government whether legally established or not

29 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 Liability at Law

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 against liability at law for damages incurred in connection with the conduct and execution of Professional Activities and Duties for

- A) negligence
 - B) breach of confidentiality
 - C) infringement of intellectual property rights including patents copyrights or the unauthorised use of systems or designs
- occurring or committed in good faith by the Insured any Employee any Agent the Predecessors or any other person firm or company acting jointly with the Insured
- D) dishonesty arising out of any dishonest or fraudulent act or omission on the part of any Employee or Agent
 - E) libel and slander committed by any partner Member former partner Member or principal of the Insured or any Agent Employee or the Predecessors provided that the Insurer shall not be liable for any Claim arising from personal spite or ill will towards any claimant

including liability incurred

- i) for claimant's costs and expenses
- ii) as a result of any decision by an adjudicator appointed to resolve a dispute in accordance with the Statutory Scheme for Construction Contracts or an adjudication clause or rules contained in a contract
- iii) as a result of any award by an arbitrator or tribunal of arbitrators

2 Defence Costs

The Insurer will 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 (Liability at Law) 3 (Loss of or Damage to Documents) and 5 (Joint Ventures or Consortiums)

3 Loss of or Damage to Documents

Notwithstanding Exclusion 4 the Insurer will in the event of loss of or damage to Documents occurring in the conduct of the Professional Activities and Duties and advised to the Insurer during the Period of Insurance indemnify the Insured in respect of

- A) all sums which the Insured shall become liable at law to pay in consequence of such loss or damage
- B) all costs and expenses reasonably incurred by the Insured in replacing or restoring such Documents up to a maximum of £250,000 during the Period of Insurance

Provided that

- 1) 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
- 2) where 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
- 3) the Insurer shall not be liable under Insurance Clause 3B) for any costs or expenses in respect of loss of or damage to Documents arising directly or indirectly from
 - A) the transmission or impact of any Malware
 - B) unauthorised access to a Computer System
- 4) the Insurer shall not be liable for costs of reconstituting or recovering lost inaccessible or damaged Data owned or controlled by the Insured or any other person acting on behalf of the Insured

4 Mitigation of Losses

The Insurer will indemnify the Insured against costs and expenses necessarily incurred with the Insurer's prior written consent in respect of any action taken to mitigate a loss or potential loss that otherwise would be the subject of a claim under this Policy The onus of proving a loss or potential loss under Insurance Clause 1 (Liability at Law) shall be upon the Insured who will be obliged to give prior written notice to the Insurer during the Period of Insurance of the intention to take action that will incur such costs and expenses

If notwithstanding any mitigation or rectification work a Claim is made against the Insured for which indemnity is provided under Insurance Clause 1 (Liability at Law) the indemnity available under this Policy will be reduced by the amount already paid by the Insurer

5 Joint Ventures or Consortiums

The Insurer will indemnify the Insured in respect of any liability for work undertaken by any firm company or individual with whom the Insured is operating jointly and any joint venture or consortium which includes the Insured but in respect of the Insured's liability only and in so far as an indemnity is provided under Insurance Clauses 1 3 and 4

6 Legal Representation Costs (official investigation or other proceedings)

The Insurer will pay 80 per cent of costs charges and expenses which are not indemnified as Defence Costs under Insurance Clause 2 incurred by the Insured with the prior written consent of the Insurer for representation at properly constituted hearings tribunals or proceedings in respect of any occurrence arising from the conduct of Professional Activities and Duties 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 Policy

Provided that the liability of the Insurer shall not exceed £100,000 during the Period of Insurance

7 Prosecution Defence Costs

The Insurer will indemnify the Insured against any costs and expenses incurred with the prior written consent of the Insurer in the defence of any criminal proceedings first brought against the Insured and notified to the Insurer during the Period of Insurance arising out of any alleged breach of any statutory regulation relating to building or construction works (including health and safety legislation and The Corporate Manslaughter and Corporate Homicide Act 2007) provided that

- A) such alleged breach arises out of the conduct of the Professional Activities and Duties and
- B) the circumstances giving rise to the legal proceedings could otherwise be the subject of a Claim in relation to liability at law under this Policy and
- C) the defence of such legal proceedings would assist in the defence of any subsequent or concurrent civil liability Claim against the Insured arising from such circumstances and
- D) the liability of the Insurer shall not exceed £100,000 in the aggregate in any Period of Insurance and
- E) the Insurer shall not be liable in respect of the first £1,000 of costs and expenses incurred in respect of each prosecution

8 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 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 |

Limits of Indemnity

- 1 The liability of the Insurer in respect of all Claims and Defence Costs 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 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 or in any way involving Asbestos Risks

3 Bodily Injury to Employees

Claims arising out of Bodily Injury to an Employee occurring in the course of their employment for or on behalf of the Insured

4 Bodily Injury to Others or Damage to Property

any liability arising out of Bodily Injury to any person or loss of or damage to property unless arising out of the Professional Activities and Duties

5 Cyber

any Claim directly caused by directly resulting from or directly arising out of

- A) a Cyber Act or
- B) any partial or total unavailability or failure of any Computer System

Provided that the Computer System is owned or controlled by the Insured or any other party acting on behalf of the Insured in either case or

- C) the receipt or transmission of malware malicious code or similar by the Insured or any other party acting on behalf of the Insured

6 Contractual Liability including Collateral Warranties

any Claim arising out of liability assumed by the Insured under any contractual arrangement (including any Collateral Warranty or Duty of Care agreement or similar agreement) in respect of

- A) any warranty or agreement under which the Insured assumes a standard of care greater than the standard of reasonable skill and care normally expected in the Insured's profession
- B) any acceptance or guarantee of fitness for purpose

- C) any warranty or agreement which provides greater or longer lasting benefit than that given to the party with whom the Insured originally contracted
- D) any express guarantee contractual penalty or liquidated damages in so far as liability under such agreement exceeds the amount of the Insured's liability in the absence of such agreement

Notwithstanding this Exclusion the Insurer will indemnify the Insured in respect of Claims or Defence Costs 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

7 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

8 Data Protection Law

any Claim for actual or alleged breach of Data Protection Law by the Insured or any other party acting on behalf of the Insured

9 Defective Workmanship

any Claim arising out of defective workmanship or defective materials or the failure to supervise or inspect work carried out

10 Directors' and Officers' Liability

any Claim against any Insured in their capacity as a principal director officer or trustee in respect of the performance or non-performance of their duties as a principal director officer or trustee

11 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

12 Effecting Insurance

any Claim arising out of the effecting or maintenance of insurance

13 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

14 Estimates

any Claim arising in connection with the estimate of construction costs where such estimates are undertaken in the Insured's capacity as building or engineering contractor

15 External Wall Fire Review

- A) completion of the EWS 1 form (or as revised) unless specifically declared to and agreed by the Insurer
- B) any Claim arising out of liability assumed by the Insured under any EWS 1 form (or as revised) which provides greater or longer lasting benefit than that given under the standard form published

16 Finance

any Claim arising out of the provision of finance or advice on financial matters

17 Fines Penalties Punitive Damages

any fines penalties punitive exemplary or aggravated damages where such damages have been identified separately within any award of a court or the multiple portion of any multiplied damage award

18 Goods and Services

- A) any Claim arising out of the supply of any goods by or on behalf of the Insured or products manufactured constructed altered repaired treated sold supplied or distributed by or on behalf of the Insured
- B) any Claim brought by any supplier or prospective supplier arising from or in connection with the actual or prospective supply to or use by the Insured of goods or services

19 Infrastructure

any Claim directly or indirectly caused by directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided

- A) to the Insured or any other party acting on behalf of the Insured by an internet service provider telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the Insured
- B) by any utility provider but only where such failure or interruption of service impacts a Computer System owned or controlled by the Insured or any other party acting on behalf of the Insured

20 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

21 Insured's Contribution

the Insured's Contribution

22 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

23 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

24 Other Policies

circumstances where the Insured is entitled to indemnity under any other policy of insurance

25 Pollution

any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind

26 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

27 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

28 Spite or Reckless Behaviour

any Claim arising from personal spite or ill will towards any claimant or arising from reckless behaviour

29 Toxic Mould

any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving toxic mould

30 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

31 Transportation or Property

any Claim arising from the ownership use occupation or leasing of property mobile or immobile by to or on behalf of the Insured

32 Valuation Reports

any Claim arising out of or in connection with any valuation report prepared by or on behalf of the Insured except for the purpose of certifying payments due to contractors or measuring quantities

33 War and Terrorism

any Claim arising directly or indirectly out of War Risks or Terrorism

General Conditions

1 Other Insurance

If at the time any claim arises under this Policy the Insured is or would but for the existence of this Policy 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

2 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

3 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

4 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 Insured 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

5 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

If 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

6 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 the Insured shall give written notice of such Claim to the Insurer as soon as reasonably possible. All Claims must be notified to the Insurer no later than ten working 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 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 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 (Liability at Law) 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 contract and
- B) not serve any of the notices referred to in Claims Condition 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 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.

4 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. Any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim.

5 King's Counsel Clause

The Insured shall not be required to contest any legal proceedings unless a King'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.

6 Disposal of Claims

In connection with any Claims 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 Claims) or any less amount for which such Claims can be settled and thereupon the Insurer shall relinquish the control of such Claims and be under no further liability in connection therewith.

7 Dishonesty and Fraud

In respect of any claim made in accordance with this Policy arising out of any dishonest or fraudulent act or omission:

- 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 7B) above shall be deducted from any amount payable under this Policy.

8 Fraudulent Claims

If any claim is fraudulent or based on an exaggerated or false declaration this Policy shall be void and all benefits forfeited.

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.

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 Relation 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.

Your Personal Information

Data privacy is important to Us and We are committed to ensuring that personal data is protected. Our Privacy Policy details how we collect, use, share, and protect personal data. This can be found by going to Our website <https://www.rsainsurance.co.uk/privacy-policy/>. If You have any questions or comments about this Privacy or would like a printed copy of the full notice (a large text version is available), please contact:

RSA Data Protection Officer
P O Box 255
Wymondham
NR18 8DP

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

We obtain Your personal data and that of any joint policyholders or other parties who may be covered by Your Policy from You or those individuals themselves, Your insurance broker if You have one, claims handling suppliers and third parties such as credit reference agencies, the DVLA and other insurance industry sources for example, the Motor Insurance Database, the Claims and Underwriting Exchange and fraud prevention databases.

We use personal data for a number of different purposes, for example to:

- manage Your application, quotation and/or Policy;
- process claims;
- prevent and detect fraud and financial crime;
- update existing and develop new products and services;
- carry out risk and pricing modelling; and
- meet Our legal and regulatory requirements.

We will always keep personal data confidential. However it may be necessary to share personal data with third parties where there is a valid reason to do so. For example, We may need to share personal data with:

- other parties involved in a claim and/or their representatives;
- contractors, partners, and suppliers who assist Us in the administration of Your application, quotation and/or policy or help Us to process any claims; and
- government agencies, regulators, auditors, reinsurers and fraud prevention agencies where required to fulfil Our legal, commercial and regulatory obligations.

We will retain Your personal data (and that of any joint policyholders or other parties who may be covered) for as long as We have a business relationship with You. Once this relationship has ended (for example, Your Policy has expired, Your application is declined or You do not proceed with a quotation) We will only retain such personal data for as long as is necessary to satisfy Our legal, accounting or reporting obligations, or as necessary to resolve any disputes.

Data Protection law also gives You various rights over Your personal data. More details of these rights can be found in Our Privacy Policy.

