



Professional Indemnity Insurance for Property Professionals

Policy

Additional Benefits

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

A Legal Assistance

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

B Health & Safety

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

C Tax Advice

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

D Stress Counselling

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

The advice-line number is 0345 078 3863

Please quote reference: 72741

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

This page should be read in conjunction with the rest of your Policy documents.

Guidance when making a claim

Claim Notification

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

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

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

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

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

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

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

Email: profin.claims@uk.rsagroup.com

Tel: 01403 232 308

For your protection, telephone calls may be recorded or monitored.



This Policy is a contract between the Insured and the Insurer

This Policy the Schedule (including any issued in substitution) and any Endorsements should be read as if they are one document

The Insurer's acceptance of this risk is based on the information presented to the Insurer being a fair presentation of the Insured's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured to seek insurance

Any reference to the singular will include the plural or vice versa

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto

Any heading in this Policy is for ease of reference only and does not affect its interpretation

The Insurer will provide the insurance described in this Policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium

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Professional Indemnity Insurance

Terms and Conditions

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

Definitions

For the purposes of Professional Indemnity Insurance

- 1 Acting in Collusion** means all circumstances where
 - A) two or more Employees or
 - B) an Employee or Employees and any other person or personsare concerned or implicated together or materially assist each other in committing a Fraudulent Act
- 2 Agency Worker** means any person supplied as defined under the Agency Workers Regulations 2010 and The Agency Workers (Amendment) Regulations 2019
- 3 Asbestos** means crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
- 4 Asbestos Containing Materials** means any material containing Asbestos or Asbestos Dust
- 5 Asbestos Dust** means fibres or particles of Asbestos
- 6 Asbestos Risks** means
 - A) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
 - B) the release of Asbestos Dust
 - C) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials
- 7 Asbestos Survey** means either a management survey or a refurbishment or demolition survey as described in HSG264 published by the Health and Safety Executive in connection with Regulation 4 of the Control of Asbestos Regulations 2012 or any comparable survey or inspection whether of commercial or residential land or property
- 8 Bodily Injury** means death disease illness or bodily or mental injury
- 9 Claim** means
 - A) service of a Claim Form Counterclaim Other Additional Claim Application Notice Notice of Appeal Witness Summons or similar legal document including an application for any related injunction or
 - B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or complaint to an ombudsman or
 - C) a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the Insured or
 - D) any communication in whatsoever form invoking any Pre-Action Protocols contained in the Civil Procedure Rules
- 10 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
- 11 Consultant** means any person whether or not expressly described as a consultant whose name and designation appear on any business stationery of the Insured or in business communications or material of any nature issued on behalf of the Insured who is engaged by the Insured in connection with the Business
- 12 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
- 13 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
- 14 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)

15 Defence Costs means

all costs and expenses (other than costs incurred in connection with Claims Condition 8B) Dishonesty and Fraud) which are incurred by the Insurer or by the Insured with the Insurer's written consent in connection with the defence investigation or settlement of any Claim made against the Insured and notified under this Policy and in connection with any circumstances which might give rise to a Claim

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

16 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

17 Employee means

any person who is

- A) under a contract of service with the Insured or the Predecessors (including seasonal or temporary personnel)
- B) self-employed
- C) engaged under a work experience or training scheme
- D) a voluntary helper
- E) hired or borrowed from another employer
- F) an Agency Worker

while working for and under the direction and control of the Insured or the Predecessors in connection with the Business

18 Endorsement means

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

19 Environmental Audit means

an investigation which is specifically intended to assess whether there is actual Pollution present

20 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

21 Insured means

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

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

22 Insured's Contribution means

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

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

applicable at the start of the Period of Insurance

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

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

23 Insurer means

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

24 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

25 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

26 Member means

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

27 Money means

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

28 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

29 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

30 Policy means

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

31 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

32 Predecessors means

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

33 Professional Business means

- A) professional services (including the giving of advice) undertaken by or on behalf of the Insured named in the Schedule or the Predecessors in connection with the Business described in the Schedule
- B) services performed (including advice given) by the Insured or the Predecessors whilst holding an individual appointment in respect of work directly or indirectly connected with the Business described in the Schedule where
 - i) those services are undertaken by members of the Royal Institution of Chartered Surveyors or have otherwise been declared to the Insurer and
 - ii) (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

34 Property means

tangible property other than Money or Securities

35 Securities means

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

36 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

37 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

38 War Risks means

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

Insurance Clauses

1 Civil Liability

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

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

2 Defence Costs

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

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

3 Fidelity

The Insurer will indemnify the Insured named in the Schedule

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

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

4 Loss of or Damage to Documents

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

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

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

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

Provided that

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

5 Compensation for Court Attendance

In the event of

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

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

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

6 Legal Representation Costs

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

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

7 Statutory Liabilities

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

- A) The Consumer Protection from Unfair Trading Regulations 2008
- B) The Business Protection from Misleading Marketing Regulations 2008
- C) The Estate Agents Act 1979
- D) The Health and Safety at Work etc Act 1974
- E) The Health and Safety at Work (Northern Ireland) Order 1978
- F) The Construction (Design and Management) Regulations 2015
- G) The Corporate Manslaughter and Corporate Homicide Act 2007
- H) The Bribery Act 2010
- I) similar prior or successor legislation to that detailed in A) to H) above

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

Limits of Indemnity

- 1 The liability of the Insurer shall not exceed the Limit of Indemnity specified in the Schedule
- 2 Where the Insurer is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this Policy shall not exceed the Limit of Indemnity
- 3 All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

Exclusions

The Insurer shall not be liable in respect of

1 Adjudication and Arbitration

any Claim arising out of or related to any

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

2 Asbestos Risks

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

Provided that

- A) No indemnity shall be granted in respect of
 - i) any liability directly or indirectly resulting from Asbestos Surveys carried out by the Insured
 - ii) 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 and Defence Costs arising out of all Claims notified during the Period of Insurance directly or indirectly resulting from Asbestos Risks shall not exceed £250,000

3 Bodily Injury to Employees

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

4 Contractual Liability including Collateral Warranties

any Claim arising from any contractual liability in respect of

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

- E) any valuation undertaken on or after 1st May 2020 where the Insured relied upon the EWS 1 form (or as revised) and the valuation report does not exclude liability to the lender or any person deriving title to the mortgage for any Claim arising directly and solely from the valuation being provided in reliance upon the EWS 1 form

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

5 Controlling Interest

any Claim made against the Insured by

- A) any entity in which the Insured or any partner Member or director or any combination of partners Members or directors of the Insured exercises or has exercised a controlling interest
- B) any entity exercising a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured

unless such Claim emanates from an independent third party

6 Cyber

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

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

Provided 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

7 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

8 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

9 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

10 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

- 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

11 EWS1 and Fire Risk Appraisal of External Walls Assessment

any Claim arising directly or indirectly from an EWS Assessment FRAEW Assessment or completion or signing of an EWS1 Form 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

15 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

Provided that no indemnity shall be granted

- A) in respect of any such Claim arising out of the provision of an EWS Assessment FRAEW Assessment or the completion or signing of an EWS1 Form of any building 18 metres or more in height above ground level including the ground floor not including basements or mezzanine levels
- B) where such claim arises from the provision of an EWS Assessment FRAEW Assessment or the completion or signing of an EWS1 Form by a person who has not taken and passed the RICS External Wall Systems Assessment
- C) in respect of 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 1 July 2024

The liability of the Insurer in respect of all Claims will be in the aggregate including Defence Costs and is part of and not in addition to the Limit of Indemnity specified in the Schedule

The Insured's contribution will apply to Insurance Clause 2 (Defence Costs)

16 Insured's Contribution

the Insured's Contribution

17 Market Fluctuation

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

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

18 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

12 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

19 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

13 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

14 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

20 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 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

- 3) a Fellow or Associate of the Architects and Surveyors Institute (ASI) or
- 4) a Fellow or Associate of the Faculty of Architects and Surveyors (FFAS) or
- 5) a Fellow or Associate of the Royal Institute of British Architects (RIBA) or
- 6) a Fellow or Associate of the Royal Incorporation of Architects in Scotland (RIAS) or
- 7) a person registered as an architect with the Architects Registration Board or
- 8) a RICS Registered Valuer in accordance with the RICS Valuation Standards or
- 9) a person with not less than five years' experience of such work or
- 10) any other person delegated by the Insured to execute such work subject to
 - A) the work being supervised by a person in any of categories 1) to 9) above or
 - B) prior written agreement having been obtained from the Insurer

21 Previous Claims or Circumstances

- A) the consequence of any circumstance
 - i) notified under any insurance which was in force prior to the inception of this Policy
 - ii) known to the Insured or which should have been known to the Insured at the inception of this Policy which might reasonably be expected to produce a Claim
- B) any Claim made against the Insured prior to the Period of Insurance

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

25 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

26 Transportation or Property

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

27 War and Terrorism

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

22 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

23 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

24 Surveys or Valuations (qualifications and experience)

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

- 1) a Fellow Professional Member Technical Member or an Associate Member of the Royal Institution of Chartered Surveyors (RICS) or
- 2) a Fellow or Associate of the Incorporated Society of Valuers and Auctioneers (ISVA) or

General Conditions

1 Minimum Standards of Control

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

- A) all manually prepared cheques or other bank instruments drawn for more than £25,000 shall require two manually applied signatures to be added after the amount has been inserted
- B) no cheque or instrument shall be signed until one signatory has examined the supporting documentation
- C) in respect of computer or machine prepared cheques or other bank instruments for more than £25,000 supporting documentation shall be examined and authorised before requisition is input and also shall require one manually applied signature to be added after the cheque or instrument is prepared
- D) bank statements receipts counterfoils and supporting documents shall be checked at least monthly against cash book entries and the balance tested with cash and unrepresented cheques independently of the Employees responsible at least monthly
- E) Employees receiving cash or cheques in the course of their duties shall be required to remit all monies received or bank in full on the day of receipt or the next banking day
- F) cash in hand shall be checked independently of Employees responsible at least monthly and additionally without warning every six months
- G) no one individual shall be permitted to release computer initiated transfer authorities to the bank A second person of higher authority must be required to check and then release instructions Entries by each person must be controlled by unique passwords held by each individual related to the user authorisation and the appropriate authorities are to be built into the computer program
- H) all authorities for the initialisation of written telephone or facsimile transfers or transfer instructions for more than £25,000 shall require the bank to call back to an authorised person to verify instructions before the transaction is commenced

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

2 Other Insurance

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

3 Choice of Law

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if the Insured is based in the Channel Islands or the Isle of Man the 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 Policy it is specifically understood and agreed that the terms conditions exclusions and limitations of the RICS Policy Wording issued by the Royal Institution of Chartered Surveyors applicable at the start of the Period of Insurance shall take precedence over any terms Conditions Exclusions or limitations contained herein which are less favourable to the Insured

5 Rights of Third Parties

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

6 Cancellation of the Insured's Fixed Sum Loan Agreement

Where the Insurer has agreed to the Insured paying their premium by monthly instalments then in the event that there is a default in the instalments due under the payment schedule the Insurer reserves the right to terminate the Policy and the 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

7 Financial or Trade Sanctions

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

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

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 purpose of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation including but not limited to

- A) Any prohibition or restriction under United Nations resolutions
- B) Any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of the Country of policy issuance the United Kingdom the European Union the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties and

- C) Any licence requirement and or regulations in respect of transit and or export control under those laws and or regulations unless such licence or regulatory approval has been obtained prior to the activity commencing and the Insurer has approved the provision of insurance for the activity concerned

8 Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

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

Claims Conditions

1 Claims Notification

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

If during the Period of Insurance the Insured becomes aware of any circumstance which might reasonably be expected to produce a Claim against the Insured the Insured shall give written notice of such circumstance to the Insurer as soon as reasonably possible irrespective of 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 (Civil Liability) the Insured must comply with the following

- A) notify the Insurer within 2 working days of receipt of any notice of intention to adjudicate notice of adjudication referral notice or any adjudication notice pursuant to 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 Notification of Reviews by Ombudsman

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

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

4 Supporting Documentation and Admissions

All documents supporting any Claim shall be forwarded to the Insurer immediately on receipt

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

5 Conduct of Claims

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

6 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

7 Disposal of Claims

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

8 Dishonesty or Fraud

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

- A) the Insured must immediately take all reasonable steps to prevent further loss
- B) if the Insurer so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such dishonest or fraudulent act or omission or from the personal representatives of such person
- C) any monies recovered following action as described in 8B) above will be deducted from any amount payable under this Policy

Special Benefits

1 Where this Policy is a renewal of an immediately preceding Professional Indemnity insurance issued by the Insurer the Insurer will not avoid this Policy due to a breach of the Insured's duty of fair presentation provided that

- A) such failure of the Insured's duty of fair presentation was neither deliberate or reckless
- B) the Insurer may impose such terms and conditions as the Insurer would have imposed in the absence of such breach
- C) where the Insured's breach of the duty of fair presentation was the failure to notify any circumstance known to the Insured or which should have been known to the Insured prior to the Period of Insurance which might reasonably be expected to produce a Claim Exclusion 21 A 2) (Previous Claims or Circumstances) shall not apply provided that
 - i) the Insured's failure to notify such circumstance was neither deliberate or reckless and
 - ii) if the indemnity or cover to which the Insured would have been entitled under any applicable preceding insurance was in any way more restrictive than that provided at the date of notification to the Insurer then indemnity or cover will be restricted to that applicable under such preceding insurance

2 If the Insured is in breach of Claims Conditions 1 (Claims Notification) or 4 (Supporting Documentation and Admissions) of this Policy then the Insurer shall not deny any claim but shall first apply provision C) in Special Benefit 1 (to the extent applicable) and then 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 would have been payable by the Insurer in relation to that claim in the absence of such prejudice

3 Where the Insured is a member of the Royal Institution of Chartered Surveyors the following clause shall replace Special Benefits 1 and 2 in their entirety

The Insurance Act 2015 ("the Act") has introduced a duty on the Insurer that before the Insured enters into a contract of insurance the Insured must make to the Insurer a fair presentation of the risk. This clause varies the terms of the Act in relation to the Insurer's remedy for a breach of duty of fair presentation and applies to any ongoing duty to provide the Insurer with material information

- A) Where there has been a failure by the Insured to comply with its duty to make a fair presentation or a failure to disclose a material change in the risk (however those obligations may arise) to the Insurer and such failure would entitle the Insurer to avoid this Policy the Insurer agrees only to exercise their right to avoid this policy if the Insured has admitted or the Insurer has established by way of a final adjudication in arbitration proceedings between the Insurer and the Insured commenced in accordance with 3D) below (including any appeal therefrom) that the Insured failed to make a fair presentation of (or disclose a material change in) the risk with the intention of misleading or deceiving the Insurer. Until such final adjudication (including any appeal therefrom) has been concluded the Insurer shall continue to honour its obligations and make payment under the Policy

- B) In any case where there has been a failure by the Insured to comply with their duty to make a fair presentation or a failure to disclose a material change in of the risk to the Insurer and where Special Benefit 3A) does not apply
 - i) in the case of a Claim first made against the Insured during the Period of Insurance where
 - a) the Insured had previous knowledge of the incident occurrence fact matter act or omission relating to such Claim and
 - b) the Insured should have notified the same under any preceding policy but did not do so
 then where the indemnity or cover under this Policy is greater or wider in scope than that to which the Insured would have been entitled under such preceding policy (whether with other insurers or not) the Insurer shall only be liable to afford indemnity to such amount and extent as would have been afforded to the Insured by such preceding policy and
 - ii) regardless of whether or not Special Benefit 3B)1) applies where the Insurer can demonstrate that by reason of the Insured's failure to comply with their duty to make a fair presentation of the risk the Insurer would not have written the Policy or would have written the Policy but on different terms and conditions then the Insurer shall be entitled to charge a just and equitable additional premium in light of the prejudice caused to the Insurer's interests by such failure to comply with that duty
 - iii) otherwise save as set out in Special Benefits 3B)1) and 3B)2) above the Insurer shall not be entitled to any remedy by reason of the Insured's failure to comply with their duty to make a fair presentation of the risk where such failure was neither deliberate or reckless
- C) If the Insured is in breach of Claims Conditions 1 (Claims Notification) or 4 (Supporting Documentation and Admissions) then the Insurer shall not deny any claim but shall first apply provision B) 1) in Special Benefit 3 (to the extent applicable) and then 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 would have been payable by the Insurer in relation to that claim in the absence of such prejudice
- D) In the event of any dispute or disagreement between the Insured and the Insurer regarding the application of Special Benefit 3 or the correct interpretation of the Definition of Professional Business such dispute or disagreement shall be referred by either party for arbitration to any person nominated by the President for the time being of The Royal Institution of Chartered Surveyors

Renewal and cancellation

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

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

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

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

Complaints Procedure

OUR COMMITMENT TO CUSTOMER SERVICE

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

Our promise to you

We will:

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

Step 1

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

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

Step 2

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

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

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

If you are still not happy

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

Post:
Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

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

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

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.rsagroup.com/support/legal-information/privacy-policy/>.

If You would like a printed copy of the full notice (a large text version is available), please contact Us.

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

You may request a copy of Your personal data from Us by writing to:

Data protection Officer
P O Box 255
Wyndham
NR18 8DP

Royal & Sun Alliance Insurance Ltd (No. 93792).
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