

# Professional Indemnity Insurance for Property Professionals

Policy



## Welcome to Intact Insurance

Intact Insurance is here to help people, businesses and society prosper in good times and be resilient in bad times. It is why we exist. We also believe that insurance is about people, not things.

Our purpose and belief drive everything we do and give meaning to our work.

Through the expertise of our teams and the range of our products, we aim to minimise disruption to your business and get you back on track as quickly as possible. So, when you are faced with the unexpected, you can focus on running your business, knowing that Intact Insurance will always strive to go further to help you.

Thank you for choosing us.

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## About this Policy

### This Policy:

- is made up of this **Policy** wording, the accompanying **Schedule**, any **Endorsements** and should be read as one document;
- is a legal contract between you, the **Insured** and us, the **Insurer**;
- sets out the details of what the **Insured** is covered for, and any exclusions or limitations that apply;
- explains both parties (the **Insured** and the **Insurer**) rights and obligations under the contract.

The **Insurer** will provide the insurance described in this **Policy** (subject to all the terms, conditions and exclusions of this **Policy**) 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.

Please take the time to read all parts of the **Policy** carefully, and to familiarise yourself with the content.

### Throughout this Policy any:

- reference to the singular will include the plural or vice versa;
- legal references shall include any equivalent legal provision in the jurisdiction of either the **Insured's** ordinary residence or location of the risk insured. This is provided that such jurisdiction is within the territorial scope of the **Policy**;
- references to any Act or law including any rule, order, regulation or other similar instrument made under it shall include any amendment, replacement, consolidation or re-enactment of such Act or law;
- headings in this **Policy** are for ease of reference only and do not affect the meaning of what follows;
- words that have specific meaning are both **bold** and Capitalised and accompanied by a specific definition;
- no provision will be construed as a condition precedent unless it is expressly and individually stated to be a condition precedent.

### The Policy Schedule:

- tailors the **Policy** to the **Insured's** specific cover including any limits or sub-limits that apply to the **Insured's** cover;
- may contain **Policy Endorsements** that alter the cover in the **Policy** wording to meet either the **Insurer's** or the **Insured's** requirements.

### Please read these documents carefully

The **Insured** should contact their broker if there are any parts of this **Policy** of which they are uncertain or believe to be incorrect.

### Contacting Intact Insurance

There are contact details included in this **Policy** for reporting **Claims**, accessing personal data or making a complaint. However, for more general queries the **Insured** can write to the **Insurer** at:

Intact Insurance Customer Relations Team

PO Box 255

Wymondham

NR18 8DP

Email: [customerrelations@intactinsurance.co.uk](mailto:customerrelations@intactinsurance.co.uk)

## Navigating this Policy

The Insurer appreciates that there will be information in this Policy that the Insured need to locate quickly. Key section headings are highlighted below.

For an understanding of the full extent of the terms and conditions, the Insurer always recommend that the Insured familiarise themselves with all parts of this Policy.

### Making a Claim - Notification and Claims Conditions

Details how the Insured can report a Claim and any obligations upon them at the point of Claim and throughout the claims process.

### The Duty of Fair Presentation

The Insurer has issued this Policy based upon the Insured making a fair presentation of the risk, as explained within the provisions of the Insurance Act 2015. This section explains the obligations of the Insured and how their failure to make a fair presentation of the risk may impact a Claim and/or the Policy.

### Payment of Premium

Provides a summary of the Insured's responsibility to pay the premium, including any adjusted amounts following changes to the Policy.

### Cancellation

Details of how either the Insured or the Insurer may cancel this Policy and any premium that may be due back to the Insured in the event of cancellation.

### Operation of the Policy

Details of how the Insurer applies limits and excesses, and other information about how the Policy is administered.

### General Exclusions and General Conditions

These apply across the whole Policy in addition to section level exclusions and conditions.

### Personal Information

Any personal information provided by the Insured, will be managed by the Insurer in accordance with the Insurer's Privacy Notice. This page provides the detail and a link to Intact Insurance's full privacy statement.

### Making a Complaint

The Insurer always aims to ensure good customer outcomes in all that they do. However, there may be times when the Insured feels that the Insurer has not delivered the service that the Insured expected. This page explains the options available to the Insured in such circumstances.

## Customer Care Services & Helplines

Where should the Insured turn for answers to questions that affect their business? The Insurer's advice lines will put the Insured in touch with highly qualified experts who can offer information and assistance on a wide range of issues:

### 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.

## Making a Claim – Notification

Conditions that apply to this Policy in the event of a Claim are set out in the Making a Claim – Claims Conditions pages of this Policy. It is important that the Insured complies with all policy conditions and the Insured should familiarise themselves with their requirements.

Directions for Claim notification are included in Making a Claim – Claims Conditions. Please remember that events that may give rise to a Claim under this insurance must be notified as soon as reasonably possible although there are some situations where immediate notification is required.

The Claims Conditions require the Insured to provide the Insurer with any reasonable assistance and evidence that the Insurer may require concerning the cause and value of any Claim. Ideally, as part of the Insured's initial Claim notification, the Insured should provide:

- the Insured's name, address, and the Insured's email and contact numbers;
- 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 the Insurer to make an initial evaluation of the Claim. The Insurer may, however, request additional information.

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@intactinsurance.co.uk](mailto:profin.claims@intactinsurance.co.uk)

Tel: 01403 232 308

# Making a Claim - 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**

## The Duty of Fair Presentation

### The Insureds' obligation to disclose material circumstances at the start of any Period of Insurance

The **Insured** has a legal duty to provide the **Insurer** with a fair presentation of the subject matter of this insurance. This means that the **Insured** should ensure that the **Insurer** has access to all material information when deciding whether to insure the risk, calculate the premium or set the terms and conditions of the **Policy**.

### The Insureds' obligation to disclose material changes that alter the risk during the Period of Insurance

If during the **Period of Insurance** there is a change in the particular circumstances of the **Insureds'** Business which might:

- 1 materially alter the risks against which the **Insured** has insured; or
- 2 increase the likelihood of a **Claim** under this **Policy**,

the **Insured** should make a fair presentation of this to the **Insurer**.

### What is meant by 'Material Information'?

'Material information' means any information relating to the circumstances of the **Insureds'** Business which would affect this decision-making. For example, by affecting the nature of the risks against which the **Insured** wishes to insure or increasing the likelihood of a **Claim**.

If the **Insured** is in doubt as to whether information is material, the **Insured** should disclose it to the **Insurer** .

### Breach of Duty and how that may impact the Insured

If at any time the **Insured** fails to make a fair presentation of the risk insured, the **Insurer** may be entitled to cancel this **Policy** or reduce the amount of any **Claims** payment in accordance with the provisions of the Insurance Act 2015 except as specified under Special Benefits in this **Policy**.

### Fair Presentation of a Claim

If at any time during the process of making a **Claim** the **Insured**:

- 1 deliberately or recklessly conceal from the **Insurer** any information which the **Insured** know or ought to know might be material to the **Insurer's** consideration of any **Claim**;
- 2 provide the **Insurer** with information which the **Insured** knows to be false in respect of the cause of the loss or the losses that the **Insured** is claiming for;
- 3 use fraudulent means or devices, including suppressing a known defence to the **Insurer's** liability, then the **Insurer** shall have the option to refuse to pay the whole or any part of that **Claim**.

In the circumstances shown in 2 above, the **Insurer** shall have the option to:

- A) terminate the cover provided by all sections of this **Policy** with effect from the date that such information was provided;
- B) recover any sums paid to the **Insured** in respect of losses occurring on or after the date that such information was provided; and
- C) retain any and all premiums paid by the **Insured**.

## 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

## Payment of Premium

### The Agreement

The **Insurer** shall provide cover in accordance with the terms and conditions of this **Policy** for which the **Insured** shall pay the premium to the **Insurer**.

### Premium Adjustments for Alteration of Risk

An alteration to the **Policy** may reduce or increase the level of risk. As such the **Insured's** premium may be affected. This means that:

- 1 the **Insured** shall be required to pay us any appropriate additional premium due where the risk is increased;
- 2 the **Insurer** shall return any premium due back to the **Insured** where the risk is reduced.

Where the **Insured** pays by instalments or under a linked loan agreement or payment schedule, the remaining instalments will be adjusted to reflect any additional or return premium due.

### Instalments Defaults

If the **Insured** fails to pay instalment payments due under any linked loan agreement or payment schedule, the **Insurer** may cancel the **Policy** and the cover will end.

If the **Insured** is having trouble paying the premium, the **Insured** should contact their broker to discuss their options.

# Cancellation

## 1 The Insurer's right to cancel this Policy

In addition to any cancellation remedies available to the **Insurer** under 'The Duty of Fair Presentation' the **Insurer**:

- A) may cancel this **Policy** by giving 30 (thirty) days' written notice to either the **Insured's** broker or the **Insured's** last known address. The **Insurer** will refund any premium due of the difference (if any) between the adjusted premium for the period during which insurance was in force and the premium actually paid. The **Insurer** will only do this if the **Insured** has not made a **Claim** during the **Period of Insurance**;
- B) will cancel this **Policy** with immediate effect and without notice if the **Insured**:
  - i) cancels any credit agreement relating to this **Policy** and then fail to pay the **Insurer** immediately the full amount of the premium; or
  - ii) fails to take the action specified in any default notice issued by the **Insurer** before the date shown in it or fail to pay the first or any other subsequent instalments of premium.

The time periods above commence from midnight on the day notice of cancellation is issued.

## 2 The Insured's right to cancel this Policy

The **Insured** may cancel this **Policy** at any time by contacting their broker. The **Insurer** will pay the **Insured** a pro-rata refund of the annual premium, provided that:

- A) the **Insured** has not made any claims; and
- B) there are no notifiable incidents or claims,

in the current **Period of Insurance** .

## Operation of this Policy

### Contracts (Rights of Third Parties) Act 1999

A person or company who was 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.

This does not affect any right or remedy of a third party which exists or is available outside of the Act.

### Law Applicable to this Policy

Unless the parties agree otherwise in writing, the law which applies to this Policy is the law which applies to the part of the United Kingdom, Channel Islands, or Isle of Man in which the Insured is based.

Any legal proceedings in connection with this Policy will only take place in the courts of the part of the United Kingdom, Channel Islands or Isle of Man in which the Insured is based.

### Other Insurance

The Insurer shall not provide coverage or be liable to provide any indemnity or payment that is covered by any other Policy (or would but for the existence of this Policy be covered under any other Policy) except for the difference between the amount payable under such other Policy and the amounts payable under this Policy.

If any other such insurance is subject to any provision whereby it is excluded from ranking concurrently with this Policy, whether in whole or in part or from contributing rateably, then the Insurer's liability will be limited to any excess beyond the amount which would have been payable under such other insurance had this Policy not been effected.

### Sanctions

The Insurer shall not provide cover 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 Period of Insurance, the Insurer or the Insured 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 this 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:

- 1 any prohibition or restriction under United Nations resolutions;
- 2 any prohibition or restriction under the trade and/or economic sanctions laws and/or regulations of the United Kingdom, the European Union, the United States of America (including secondary sanctions) or any other jurisdiction relevant to the parties; and
- 3 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.

# 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.

## 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**

## General 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 EWS1 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 EWS1 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

### 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

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)

## 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

## 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**
- 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**

## 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**

## 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**

## 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

## 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

## 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

## 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
- 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

## 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

# 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 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**

## General Definitions

Where written in this **Policy**, starting with a capital letter and appearing in **bold**, the following words will have the specific meaning shown;

### Acting in Collusion

all circumstances where

- A) two or more **Employees** or
- B) an **Employee** or **Employees** and any other person or persons

are concerned or implicated together or materially assist each other in committing a **Fraudulent Act**

### Agency Worker

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

### Asbestos

Crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

### Asbestos Containing Materials

Any material containing **Asbestos** or **Asbestos Dust**

### Asbestos Dust

Fibres or particles of **Asbestos**

### Asbestos Risks

- 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**

### Asbestos Survey

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

### Bodily Injury

Death disease illness or bodily or mental injury

### Claim

- 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

### Computer System

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

### Consultant

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

### Cyber Act

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**

### Data

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**

### Data Protection Law

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)

### Defence Costs

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**

### Documents

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

### 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

### Endorsement

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

### Environmental Audit

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

### Fraudulent Act

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

### Insured

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

### Insured's Contribution

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**

### Insurer

Intact Insurance UK Limited (No. 00093792) 22 Bishopsgate, London, EC2N 4BQ

### Investigation Expenses

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

### Malware

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

### Member

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

### Money

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

### North America

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

### North American Claim

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

### Policy

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

### Pollution

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

### Predecessors

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

### Professional Business

- 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**

### Property

Tangible property other than **Money** or **Securities**

### Schedule

The document providing details of the various Insurances which are included in this **Policy** together with the levels of cover applying under each

### Securities

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

### Statement of Fact

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

### Terrorism

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

### War Risks

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

## Personal Information

Data privacy is important to the **Insurer** and they are committed to ensuring that personal data is protected. Our Privacy Notice details how the **Insurer** collects, use, share, and protect personal data. This can be found by going to the **Insurer's** website [intactinsurance.co.uk/privacy-notice](https://intactinsurance.co.uk/privacy-notice)

If the **Insured** would like a printed copy of the full notice (a large text version is available), please contact the **Insurer**. Please be aware that telephone calls may be recorded for training and monitoring purposes.

The **Insurer** obtains the **Insured's** personal data and that of any joint policyholders or other parties who may be covered by this **Policy** from the **Insured** or those individuals themselves, the **Insured's** insurance broker if the **Insured** has 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.

The **Insurer** uses personal data for a number of different purposes, for example to:

- manage the **Insured's** 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 the **Insurer's** legal and regulatory requirements.

The **Insurer** 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, the **Insurer** may need to share personal data with:

- other parties involved in a **Claim** and/or their representatives.
- contractors, partners, and suppliers who assist the **Insurer** in the administration of the **Insured's** application, quotation and/or **Policy** or help the **Insurer** to process any claims; and
- government agencies, regulators, auditors, reinsurers, and fraud prevention agencies where required to fulfil the **Insurer's** legal, commercial, and regulatory obligations.

The **Insurer** will retain the **Insured's** personal data (and that of any joint **Policyholders** or other parties who may be covered) for as long as the **Insurer** has a business relationship with the **Insured**. Once this relationship has ended (for example, the **Insured's** **Policy** has expired, the **Insured's** application is declined or the **Insured** does not proceed with a quotation) the **Insurer** will only retain such personal data for as long as is necessary to satisfy the **Insurer's** legal, accounting or reporting obligations, or as necessary to resolve any disputes.

Data Protection Laws also gives the **Insured** various rights over their personal data. More details of these rights can be found in the **Insurer's** Privacy Notice.

The **Insured** may request a copy of their personal data from the **Insurer** by writing to:

Data Protection Officer  
Intact Insurance The Capital Building 39 Old Hall Street Liverpool  
L3 9PP

Email: [datasubjectrights@intactinsurance.co.uk](mailto:datasubjectrights@intactinsurance.co.uk)

## Making a Complaint

### The Insurer's commitment to customer service

Intact Insurance are committed to going the extra mile for their customers. If the **Insured** believes that the **Insurer** has not delivered the service they expected, the **Insurer** wants to hear from the **Insured** so that the **Insurer** can try to put things right.

### The Insurer's promise to the Insured

The **Insurer** will:

- acknowledge all complaints promptly;
- investigate quickly and thoroughly;
- keep the **Insured** informed of progress;
- do everything possible to resolve the **Insured's** complaint;
- ensure the **Insured** is clear on how to escalate their complaint, if necessary.

### Step 1

If the **Insured's** complaint relates to their **Policy** then please contact the sales and service team in the office which issued the **Policy** or their broker. If the **Insured's** complaint relates to a **Claim**, then please call the claims helpline number shown in this **Policy** wording.

The **Insurer** aim to resolve the **Insured's** concerns on an informal basis, within three business days. Where the **Insurer** has been able to, the **Insurer** will send the **Insured** a letter confirming this. The **Insurer** will also explain how the **Insured** may be able to refer the matter to the Financial Ombudsman Service if the **Insured** subsequently decides that they are unhappy with the outcome.

### Step 2

In the unlikely event that the **Insurer** is unable to resolve the **Insured's** concerns through the **Insurer's** informal complaints process, the **Insurer's** Customer Relations Team will then review the matter on behalf of the **Insurer's** Chief Executive. Once the **Insurer's** Customer Relations Team have reviewed the **Insured's** complaint, they will send the **Insured** a final decision in writing within 8 weeks of the date the **Insurer** has received the **Insured's** complaint.

The **Insurer's** Customer Relations Team's contact details are as follows:

**Post:** Intact Insurance Customer Relations Team, PO Box 255,  
Wymondham NR18 8DP

**Email:** [customerrelations@intactinsurance.co.uk](mailto:customerrelations@intactinsurance.co.uk)

### If the Insured is still not happy

If the **Insured** is still unhappy after the **Insurer's** Customer Relations Team's review, or the **Insured** has not received a written offer of resolution within 8 weeks of the date the **Insurer** received the **Insured's** complaint, the **Insured** may be eligible to refer the 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 023 4567 (free from mobile phones and land lines)  
0300 123 9123 (costs no more than calls to 01 or 02 numbers)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The **Insured** has six months from the date of the **Insurer's** final response to refer the complaints to the Financial Ombudsman Service. This does not affect the **Insured's** right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

### Compensation

Intact Insurance UK Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. The **Insured** may be entitled to compensation if the **Insurer** cannot meet the **Insurer's** obligations, depending on the circumstances of the **Claim**. Further information about the compensation scheme can be obtained from the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk).

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UKC01365Q

November 2025