



**PROFESSIONAL INDEMNITY INSURANCE  
PROPERTY PROFESSIONALS (RICS)  
RICS 2025  
POLICY WORDING**

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## Introduction

### Your Policy

Thank you for choosing Arch Insurance. This **Policy** has been prepared according to **Your** instructions. It is a single legal contract and comprises this **Policy** wording, the **Proposal Form**, the **Schedule** and any endorsements.

Please read **Your Policy** documents carefully to ensure that:

- a. all details are accurate;
- b. the **Policy** meets **Your** needs;
- c. **You** are familiar with **Your** obligations under the **Policy**; and
- d. **You** understand the rights and remedies available to **Us** if **You** do not comply.

**You** should contact **Your** insurance agent immediately if:

1. **You** have questions about any aspect of the insurance;
2. **You** require a printed copy of **Your Policy** documents;
3. any information recorded in the **Policy** documents is inaccurate;
4. any change takes place which might affect the **Policy**;
5. **You** are unable to comply with any term of the **Policy**; or
6. the **Policy** does not meet **Your** needs.

### Changes and cancellation

If **You** provide new information or request a change to the **Policy**, **We** will advise of any alterations which **We** require to terms, conditions and premium. No changes will take effect until **We** confirm them in writing. If **You** wish to cancel the **Policy**, please refer to Section D: General Conditions.

### Policy terms and conditions

It is important that **You** are familiar with the terms of the **Policy** and what is required of **You**. In the event of **Your** non-compliance with any obligation, **We** are entitled by law and the **Policy** to exercise certain remedies. Depending on the particular term with which **You** have failed to comply, these remedies may include:

- a. avoiding the **Policy** or any relevant variations or renewals;
- b. terminating the **Policy** or applying different terms; and/or
- c. refusing to pay, or reducing the amount to be paid on, a claim.

**This is a claims made policy. It only covers Claims or losses first made against You and reported to Us during the Period of Insurance.**

### Our Promise to You

**Our** goal is to provide excellent service to all **Our** customers but sometimes things go wrong. **We** take complaints seriously and aim to resolve **Our** customers' problems promptly. If **You** are unhappy with the service that **You** receive, please tell **Us** straight away. Information about how to complain is shown in the How to make a Complaint section at the end of the **Policy**.

### Do You need some additional support?

**We** are committed to ensuring that **Our** customers receive additional support and guidance when they need it. **We** understand that vulnerability can affect anyone, and that it may be temporary or permanent. **We** can provide support by adjusting **Our** communication methods and processes if **You** need **Us** to.

**We** also have dedicated support resources that can help **You**. If there are specific circumstances or requirements that **You** think **We** should be aware of, such as health issues, financial hardship, bereavement, or anything else, please contact **Your** insurance agent or contact **Us** on 020 7621 4500 and ask to speak to someone in the Professional Indemnity Claims team.

**You** can find additional information here: <https://insurance.archgroup.com/divisions/international/vulnerable-customers/>

## Difference in Conditions

This **Policy** is designed to provide the minimum insurance requirements of the Royal Institution of Chartered Surveyors as per the Approved Minimum Wording other than in respect of:

- a. Unlimited Aggregate Round the Clock Limit of Liability basis of coverage
- b. **Excess** applicable to **Defence Costs**.

## Insurer

This **Policy** is underwritten by Arch Insurance (UK) Limited in consideration of payment of the premium by **You**, as set out in the **Schedule**.

Arch Insurance (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Register No 229887. Registered Office: 4th Floor, 10 Fenchurch Avenue, London, EC3M 5BN. Registered in England and Wales: No. 04977362.

**You** can check this information on the Financial Conduct Authority register by visiting the FCA's website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768. Information relating to the Prudential Regulation Authority can be found at [www.bankofengland.co.uk/pr](http://www.bankofengland.co.uk/pr)

## Telling Us about a Claim or Circumstance

**Your** insurance agent should be able to help **You** to notify **Us** of a **Claim** or incident.

To report a **Claim** or notify an incident or **Circumstance**, email or post full details, including **Your Policy** number to:

**Email:** [Piclaims@archinsurance.com](mailto:Piclaims@archinsurance.com)

**Registered Post:** Claims Department,  
Arch Insurance (UK) Limited,  
4th Floor,  
10 Fenchurch Avenue,  
London EC3M 5BN

If possible, please include:

- a. A copy of **Your Policy**;
- b. A copy of the complaint/claim;
- c. Copies of any contractual documentation setting out **Your** role/involvement;
- d. A summary of the background including dates; and
- e. The identity of the potential claimant and any other parties involved.

## Interpretation

In this **Policy**:

- a. reference to a statute, order or regulation includes reference to that instrument as revised or replaced;
- b. reference to an entity created by statute, order or regulation includes a successor to that entity;
- c. words importing the singular include the plural and vice versa;
- d. reference to persons includes corporate and unincorporated entities;
- e. reference to a gender includes all genders;
- f. if a term, condition, exclusion or endorsement or part of the **Policy** is invalid or unenforceable, the remainder of the **Policy** will remain in full force and effect;
- g. headings are for reference only and must be disregarded when interpreting the **Policy**.

## Definitions

The following definitions apply to the whole **Policy**. These words and phrases have the meanings shown below where they appear in bold and are capitalised.

### Asbestos Survey

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 2006, or any comparable survey or inspection, whether of commercial or residential land or property.

### Bodily Injury

Death, injury, illness or disease whether bodily or mental.

### Circumstance(s)

An incident, occurrence, fact, matter, act or omission that might give rise to a **Claim**.

### Claim

A demand made by a third party against **You** (whether oral or in writing) consisting of a:

- a. demand (or an assertion of a right) for damages or compensation;
- b. notice of intention to commence legal proceedings;
- c. written communication invoking any pre-action protocols;
- d. notification of litigation, arbitration, adjudication, mediation or any other recognised formal dispute resolution proceedings.

### Collateral Warranty or Duty of Care Agreement

A written agreement that creates a duty of care between **You** and any party that is not **Your** direct client.

### Computer System

A 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

A person undertaking business on **Your** behalf, including any person, whether or not expressly described as a **Consultant** whose name and designation appears on **Your** business stationery, in **Your** business communications or on any material issued on **Your** behalf, or who is employed by **You** in offering surveying services to the public.

### Consumer

Any natural person acting for purposes outside his trade, business or profession.

### Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, or the threat or hoax thereof, involving access to, processing of, use of or operation of a **Computer System**.

#### Data

Information, facts, concepts, code or other information recorded, converted or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

#### Data Protection Law

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 guidance or codes of practice relating to personal data issued by a data protection regulator or authority from time to time.

#### Defence Costs

Legal costs and expenses incurred with **Our** prior written consent (such consent not to be unreasonably withheld, delayed or withdrawn) in the investigation, defence or settlement of any **Claim** and/or **Circumstance(s)**. It does not include **Your** own costs and expenses.

#### Employee

- a. A person working for **You** under a contract of service with **You**; or
- b. A person working for **You** in connection with the **Professional Business**:
  - i. who is hired or lent to **You**; or
  - ii. who is self-employed; or
  - iii. on a voluntary basisand who is under **Your** control or supervision.

#### Environmental Audit

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

#### EWS Assessment

An external wall system assessment which is an assessment of the safety of outside wall(s) of a building, including cladding, insulation, fire break systems and finishes.

#### EWS1 Form

A form to confirm that an external wall system on residential only buildings has been assessed for fire safety by a suitable expert.

#### Excess

The amount shown in the **Schedule** or any applicable endorsement, being the first amount of each **Claim** for which **You** are responsible.

#### Five Storeys And Above Building

Any building which is five storeys or more above ground level, including the ground floor, not including basements or mezzanine levels, whether used for residential, commercial, parking or other use.

#### Four Storeys And Below Building

Any building which is four storeys or lower above ground level, including the ground floor, not including basements or mezzanine levels, whether used for residential, commercial, parking or other use.

#### FRAEW Assessment

A Fire Risk Appraisal of External Walls assessment which is a comprehensive assessment process using BSI PAS 9980 designed to evaluate the fire safety performance of external walls in buildings.

#### Limit of Indemnity

- a. **Limit of Indemnity for Claims** will mean the Limit of Indemnity stated in the **Schedule**.
- b. **Limit of Indemnity for Asbestos** will mean GBP 250,000 in the aggregate.
- c. **Limit of Indemnity for Court Attendance Compensation** will mean GBP 10,000 in the aggregate.

- d. **Limit of Indemnity for Awards by Ombudsmen** will mean GBP 250,000 for any single award or series of awards attributable to the same originating cause.
- e. **Limit of Indemnity for Statutory Liabilities** will mean GBP 100,000 in the aggregate.
- f. **Limit of Indemnity for Legal Representation Costs** will mean GBP 10,000 in the aggregate.
- g. **Limit of Indemnity for Pollution** will mean the Limit of Indemnity stated in the **Schedule**, but on an aggregate basis only.
- h. **Limit of Indemnity for Fire Safety** will mean the Limit of Indemnity stated in the **Schedule** in the aggregate or GBP 1,000,000 in the aggregate, whichever is the lesser.
- i. **Limit of Indemnity for Data Protection Prosecution Defence Costs** will mean GBP 100,000 in the aggregate.

#### Period of Insurance

The period stated in the **Schedule**.

#### Policy

The following documents which together comprise the contract of insurance:

- a. this **Policy** wording;
- b. the **Proposal Form** and/or **Statement of Fact**;
- c. the **Schedule**; and
- d. any amendments and endorsements.

#### 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.

#### Practice

The practice or practices named in the **Schedule** as the insured and their predecessors and any other practices which have been disclosed to **Us** in the **Proposal Form**.

#### Professional Business

Services performed for a third party (including the giving of advice) within the **Territorial Limits** by, or on behalf of the **Practice**, or in respect of work connected with the **Practice** which:

- a. are undertaken by members of the Royal Institution of Chartered Surveyors (or have otherwise been declared to **Us**); or
- b. are undertaken by **You** whilst holding an individual appointment and (if a fee was charged) the fee with respect to such services or advice is taken into account in ascertaining the income of the **Practice** and has been disclosed to **Us**.

#### Proposal Form or Statement of Fact

A record of the information that **You** provided to **Your** insurance agent upon which **Your** insurance is based.

#### Retroactive Date

Either:

- a. 01 July 2024 in respect of Claims arising under Insuring Clause 7.ii (Five Storeys and Above Building), iii (External Wall and Fire Risk Assessments) and iv. (All other Fire Safety Claims); or
- b. The date (if any) stated in the **Schedule** in respect of all other **Claims**.

#### Schedule

The Schedule attached to this **Policy**.

#### Series of Claims

A number of **Claims** that arise directly or indirectly from the same originating cause, whether made against or involving one or more persons or entities comprising the **Insured** and whether made by the same or different claimants and whether falling under one or more insuring clauses of this **Policy**.

#### Territorial Limits

The United Kingdom (including the Channel Islands and the Isle of Man) and/or the Republic of Ireland.

### **We, Us, Our**

The insurer as set out in the section of the **Policy** headed Insurer.

### **You, Your, Insured**

Each of the following:

- a. the **Practice**;
- b. the partners and/or directors and/or members of the **Practice** during the **Period of Insurance**;
- c. former partners and/or former directors and/or former members of the **Practice**;
- d. (in respect of **Professional Business** undertaken on behalf of the **Practice** only) those persons named as **Consultants** or former **Consultants** in the **Proposal Form**;
- e. any retired partner, director or member of the **Practice** remaining as a **Consultant** to the **Practice**;
- f. (in respect of **Professional Business** undertaken on behalf of the **Practice** only) any **Employee** and/or former **Employee** of the **Practice** and any self-employed person;
- g. the estate, heirs and executors and/or legal/personal representatives of a person referred to in a. - f. above in the event of their death, incapacity, insolvency or bankruptcy.

## **Section A: Insuring Clauses**

In consideration of the premium paid or payable, and subject to all terms, conditions and exclusions of this **Policy**, **We** will provide the insurance described below, provided that **We** will not pay more than the **Limit of Indemnity**.

### **1. Civil Liability**

- a. **We** will pay for a **Claim (s)** or loss:
  - i. first made against **You** and notified to **Us** during the **Period of Insurance**; and/or
  - ii. arising out of any **Circumstance(s)** first notified to **Us** during the **Period of Insurance**in respect of any civil liability (including but not limited to civil liability arising out of, based upon or attributable to any dishonest, fraudulent, criminal or malicious act) other than in respect of any **Claim(s)** arising under clauses 7., 8. and/or 9. of this section, which arises from **Your** conduct of **Professional Business** and/or by others acting for and/or on **Your** behalf.
- b. This Insuring Clause includes liability which **You** may incur in respect of any **Claim(s)** first made against the **You** during the **Period of Insurance** as a result of:
  - i. any decision by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction Contracts as contained in the Housing Grants Construction and Regeneration Act 1996 or an adjudication clause or rules contained in a contract.
  - ii. any award by an arbitrator or tribunal of arbitrators (whether under The Royal Institution of Chartered Surveyors Dispute Resolution Service or otherwise).
- c. The maximum **We** will pay under this Insuring Clause in respect of each **Claim** or any **Series of Claims** will (save as provided elsewhere in this **Policy**) not exceed the **Limit of Indemnity for Claims**.

### **2. Awards by Ombudsmen**

- a. **We** will pay for any award made by an ombudsman in respect of any case accepted by him for review in his position as ombudsman under any recognised scheme where the **Claim**:
  - i. is first made against **You** and/or
  - ii. arises out of any **Circumstance(s)** which **You** first notify to **Us** during the **Period of Insurance**.
- b. **We** will also pay for legal costs and expenses incurred with **Our** prior written and continuing consent (such consent not to be unreasonably withheld or unreasonably delayed or unreasonably withdrawn) in the investigation of such **Circumstance(s)** and the investigation, conduct or settlement of any such **Claim**.
- c. The maximum **We** will pay in respect of:
  - i. any single award made by any ombudsman; or

- ii. any series of awards by any ombudsmen attributable to the same originating cause; will not exceed the **Limit of Indemnity for Awards by Ombudsmen**.
  - d. Where an ombudsman makes an award which is rejected by the claimant who then pursues the matter through the courts, both the complaint to the ombudsman and all subsequent court proceedings will be treated as a single **Claim**, made at the date of the first **Claim** against **You**.
- 3. Defence Costs**
- a. **We** will pay for **Defence Costs** provided that if a settlement or other payment has to be made to dispose of a **Claim** which exceeds the amount of the **Limit of Indemnity for Claims**, the most **We** will pay for **Defence Costs** will be an amount in the same proportion that the **Limit of Indemnity for Claims** has to that settlement or other payment.
  - b. Save as set out at under the following parts of this **Policy**, **Defence Costs** are in addition to the **Limit of Indemnity**:
    - i. Insuring Clause 4: Court Attendance Compensation
    - ii. Insuring Clause 5: Statutory Liabilities
    - iii. Insuring Clause 6: Legal Representation Costs
    - iv. Insuring Clause 7: Fire Safety
    - v. Insuring Clause 8: Asbestos
    - vi. Insuring Clause 9: Pollution
  - c. **Defence Costs** are not subject to any **Limit of Indemnity**.
- 4. Court Attendance Compensation**
- a. **We** will pay compensation to **You** if **Your** legal advisers, with **Our** prior written consent, require **You**, or any **Employees** or any other relevant party (not including expert witnesses), to attend court or any arbitration or adjudication hearing as a witness of fact in connection with a **Claim** made against **You** for which cover is afforded under this **Policy**.
  - b. **We** will provide compensation at the following rates for each day or part thereof on which attendance is required:
    - i. any principal partner, member or director of **Yours** GBP 200
    - ii. any **Employee** GBP 100
    - iii. any other relevant party up to GBP 200.
  - c. The maximum **We** will pay under this Insuring Clause will not exceed the **Limit of Indemnity for Court Attendance Compensation** in the aggregate in the **Period of Insurance**.

## 5. Statutory Liabilities

**We** will pay 80% of any reasonable costs and expenses incurred with **Our** prior written consent for the defence of any proceedings first brought against **You** and notified to **Us** during the **Period of Insurance**, under the following:

- a. The Consumer Protection from Unfair Trading Regulations 2008; and/or
  - b. The Business Protection from Misleading Marketing Regulations 2008; and/or
  - c. Estate Agents Act 1979, and/or
  - d. The Health and Safety at Work etc Act 1974, and/or
  - e. The Health and Safety at Work (Northern Ireland) Order 1978, and/or
  - f. The Construction (Design and Management) Regulations 2015, and/or
  - g. The Corporate Manslaughter and Corporate Homicide Act 2007 and/or
  - h. The Bribery Act 2010; and/or
  - i. The Data Protection Act 2018; and/or
  - j. similar, prior or successor legislation to that detailed in a. to i. above
- provided that:
- i. **We** will only pay for costs and expenses where, in **Our** reasonable opinion, defending such proceedings could protect **You** against a **Claim(s)** or potential **Claim(s)** arising from the **Professional Business**; and



- ii. The maximum **We** will pay under this Insuring Clause will not exceed the **Limit of Indemnity for Statutory Liabilities** in the aggregate in the **Period of Insurance**.

#### 6. Legal Representation Costs

- a. **We** will pay 80% of any costs and expenses incurred by **You** with **Our** prior written consent, and which are not otherwise payable as **Defence Costs** under Insuring Clause 3: Defence Costs, for representation at properly constituted hearings, tribunals or proceedings arising out of any **Claim** or **Circumstance(s)** first notified to **Us** during the **Period of Insurance** arising from the **Professional Business**, and which may be or may become the subject of indemnity under this **Policy**.
- b. The maximum **We** will pay under this Insuring Clause will not exceed the **Limit of Indemnity for Legal Representation Costs** in the aggregate in the **Period of Insurance**.

#### 7. Fire Safety

- a. **We** will pay for a **Claim** first made against **You** and notified to **Us** during the **Period of Insurance** and/or arising out of any **Circumstance(s)** first notified to **Us** during the **Period of Insurance** in respect of any:
  - i. civil liability (including but not limited to civil liability arising out of, based upon or attributable to any dishonest, fraudulent, criminal or malicious act) directly arising out of the fire safety or fire performance or combustibility of any building or structure of **Four Storeys and Below Building**;
  - ii. negligent act, negligent error or negligent omission directly arising out of the combustibility or fire safety of any external cladding system, balcony, external or internal wall system (including any insulation and/or fire breaks which form part of the wall system of any **Five Storeys and Above Building**;
  - iii. negligent act, error or omission directly arising out of **EWS Assessment, EWS1 Form** and/or **FRAEW Assessment**;
  - iv. civil liability directly arising out of the fire safety or fire performance or combustibility of any building or structure not covered in 7.a.i, 7.a.ii or 7.a.iii abovewhich arises from **Your** conduct of **Professional Business** and/or any third party acting on **Your** behalf, and is undertaken on or after the applicable **Retroactive Date**.
- b. The maximum **We** will pay under this Insuring Clause will not exceed the **Limit of Indemnity for Fire Safety** in the aggregate in the **Period of Insurance**. The **Limit of Indemnity for Fire Safety** is not in addition to, and will not increase, the **Limit of Indemnity for Claims**.

#### 8. Asbestos

- a. **We** will pay for a **Claim**:
  - i. first made against **You** and notified to **Us** during the **Period of Insurance**; and /or
  - ii. arising out of any **Circumstance(s)** first notified to **Us** during the **Period of Insurance**caused by any negligent act, negligent error or negligent omission directly or indirectly resulting from the presence / release or possible presence / release of asbestos or asbestos containing materials in whatever form or quantity, and which arises from **Your** conduct of **Professional Business** and/or any third party acting on **Your** behalf.
- b. The maximum **We** will pay under this Insuring Clause will not exceed the **Limit of Indemnity for Asbestos** in the aggregate in the **Period of Insurance**. The **Limit of Indemnity for Asbestos** is not in addition to, and will not increase, the **Limit of Indemnity for Claims**.

#### 9. Pollution

- a. **We** will pay for a **Claim**:
  - i. first made against **You** and notified to **Us** during the **Period of Insurance** and/or
  - ii. arising out of any **Circumstance(s)** first notified to **Us** during the **Period of Insurance**caused by any negligent act, negligent error or negligent omission directly or indirectly arising out of **Pollution** and which arises from **Your** conduct of **Professional Business** and/or any third party acting on **Your** behalf.

- b. The maximum **We** will pay under this Insuring Clause will not exceed the **Limit of Indemnity for Pollution** in the aggregate in the **Period of Insurance**. The **Limit of Indemnity for Pollution** is not in addition to, and will not increase, the **Limit of Indemnity for Claims**.
- c. Where a **Claim** arises from **Your** 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 and/or rectifying the defective structure the maximum amount payable by **Us** will not exceed the **Limit of Indemnity for Claims**.
- d. For the purpose of this Insuring Clause, asbestos is deemed not to be a contaminant or a pollutant.

#### 10. Data Protection Prosecution Defence Costs

**We** will pay for reasonable and necessary costs and expenses incurred with **Our** prior written consent in the defence of any criminal proceedings brought against **You** during the **Period of Insurance** arising out of any alleged offence under **Data Protection Law** provided that:

- a. such alleged offence is caused by services performed in the course of the **Professional Business**; and
- b. the maximum **We** will pay for any such costs and expenses will not exceed the **Limit of Indemnity for Data Protection Prosecution Defence Costs** in the aggregate in any **Period of Insurance**. The **Limit of Indemnity for Data Protection Prosecution Defence Costs** is not in addition to, and will not increase, **Limit of Indemnity for Claims**.

## Section B: Excess

- a. Under Insuring Clause 1: Civil Liability, **We** will only pay for that part of the loss arising from each and every **Claim** or **Series of Claims** which exceeds the **Excess**.
- b. Under Insuring Clause 2: Awards by Ombudsmen, **We** will only pay for that part of:
  - i. any single award made by any ombudsman; or
  - ii. any series of awards by any ombudsman attributable to the same originating cause which exceeds the **Excess**.
- c. The **Excess** will not apply to **Defence Costs**.

## Section C: Claims Conditions

#### 1. Notification of a Claim or Circumstance(s)

- a. If during the **Period of Insurance**, **You** receive any **Claim**, or any notice of an intention to make a **Claim**, **You** must give written notice to **Us** as soon as reasonably practicable. All **Claims** must in any event be notified within 10 working days after the expiry of the **Period of Insurance**.
- b. If during the **Period of Insurance**, **You** become aware of any **Circumstance(s)**, **You** must give written notice to **Us** of such **Circumstance(s)** as soon as reasonably practicable. **You** must provide us with (where possible):
  - i. the name(s) of the potential claimant;
  - ii. the date of the incident, occurrence, fact, matter, act or omission which has given rise to the **Circumstance(s)**;
  - iii. the name(s) of the individual(s) involved in the **Circumstance(s)**;
  - iv. the date of **Your** first awareness or discovery of such **Circumstance(s)**; and
  - v. the estimated amount of any potential **Claim** which may arise thereafter.

All **Circumstance(s)** must in any event be notified prior to the expiry of the **Period of Insurance**.

- c. **We** agree that any **Circumstance(s)** notified to **Us** during the **Period of Insurance** and which subsequently gives rise to a **Claim** after expiry of the **Period of Insurance**, will be deemed to be a **Claim** first made during the **Period of Insurance**.

- d. If during the **Period of Insurance**, **You** discover:
- i. a reasonable cause for suspicion of dishonesty or fraud on the part of a past or present partner, director, member, **Employee** or **Consultant** of the **Practice**; or
  - ii. an occurrence that may require representation at a properly constituted hearing, tribunal or proceeding which might give rise to a **Claim**, **You** must give written notice to **Us** of such discovery as soon as reasonably practicable but in any event prior to the expiry of the **Period of Insurance**.

**We** agree that any such discovery notified to **Us** during the **Period of Insurance** and which subsequently gives rise to a **Claim** after expiry of the **Period of Insurance** will be deemed to be a **Claim** first made during the **Period of Insurance**.

## 2. Adjudication

**We** will not pay for any **Claim** or loss that arises from an adjudication unless **You** comply with the following conditions. **You** must:

- a. notify **Us** 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 notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to contract without **Our** prior written consent unless, in **Your** reasonable opinion, service of those notices will not give rise to a **Claim**.

## 3. Ombudsman

**We** will not pay for any **Claim** or loss unless **You** give written notice to **Us** as soon as reasonably practicable after becoming aware that a case directly affecting **You** is being reviewed by any ombudsman.

## 4. No Admission of Liability

**You** must not admit liability, incur any costs, make any offers of settlement or otherwise prejudice the conduct or the defence or settlement of a **Claim** or **Circumstance(s)** without **Our** prior written consent (such consent not to be unreasonably withheld or unreasonably delayed), regardless of:

- a. the provisions of any complaints handling procedure; or
- b. whether the amount in dispute is less than the **Excess**.

## 5. Conduct of Claims

**We** will be entitled to take over and conduct the investigation, defence or settlement of a **Claim** or **Circumstance** in **Your** name. **You** must co-operate with **Us** as set out in Condition 6 below.

## 6. Claims Control & Co-operation

- a. **You** must give to **Us** all such information and assistance as **We** may reasonably require and is in **Your** power to provide.
- b. **You** must co-operate with **Us** and **Our** appointed representatives:
  - i. by providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with all and any Civil Procedure Rules, Practice Directions and Pre-Action Protocols;
  - ii. by assisting them to present the best possible defence of a **Claim**;
  - iii. by ensuring access to all and any information that **We** or **Our** representatives may require in the defence of a **Claim** or in the investigation of any **Circumstance(s)**, to the extent allowed by law;
  - iv. by making payment on demand of the **Excess** in order to comply with the terms of any settlement agreed by **Us**;
  - v. by providing all such information, assistance, signed statements or depositions as may reasonably be required to permit **Us** to exercise rights of subrogation; and
  - vi. by ensuring that all documents of any description (whether kept in paper, magnetic or electronic form) relevant to any **Claim** and any **Circumstance(s)** are preserved in their entirety to the extent allowed by law.

## 7. Fraudulent Claims

If **You** make a fraudulent or false claim under this **Policy**, **We**:

- a. will not liable to pay that claim; and
- b. may recover from **You** all previous payments made by **Us** in respect of that claim; and
- c. may by notice to **You** treat the **Policy** as having been terminated with effect from the date of such false or fraudulent claim.

If **We** exercise our rights under c. above, **We** will not be liable to **You** in respect of a **Claim** or **Circumstance** notified from the date of the fraudulent act and **We** will not be obliged to return any premium. Such cancellation will not affect any liability **We** may have in respect of any **Claim** notified prior to the notification of such false or fraudulent claim.

## Section D: General Conditions

### 1. Discharge of Liability

**We** may at any time free ourselves from further liability for a **Claim** or **Series of Claims** or loss under this **Policy** by paying to **You** the **Limit of Indemnity** (less any sums already paid) or any lesser sum for which such **Claims** or **Series of Claims** can be settled. **We** will pay for **Defence Costs** incurred with **Our** prior written consent prior to such payment.

### 2. Limit of Indemnity and Excess

The **Limit of Indemnity** and the **Excess** apply to all the **Insureds** jointly.

### 3. Combined Claims

- a. Where the same originating cause gives rise to **Your** entitlement to indemnity under Insuring Clause 1, 2, 4, 5 and/or 6, the maximum amount payable by **Us** will not exceed the **Limit of Indemnity for Claims**.
- b. Where a **Claim** is brought against more than one **Insured** it will be deemed to be one **Claim** and **Our** liability will be the same as if the **Claim** had been brought against one **Insured** only.

### 4. Rights of Recovery / Subrogation

- a. Upon notification of a **Claim (s)** or **Circumstance(s)**, **You** must grant **Us** all rights of recovery against any parties from whom a recovery may be made.
- b. **You** must take all reasonable steps to preserve such rights.
- c. **You** must cooperate with **Us** in accordance with Section C: Claims Conditions, Condition 6.
- d. **We** agree to waive any rights of recovery against **You** unless liability has resulted in whole or part from any act or omission on the part of such persons which is dishonest, fraudulent, criminal or malicious.

### 5. Adjudication

**You** agree:

- a. subject to a reasonable request by **Us** for permission, to permit **Us** to pursue legal, arbitration or other proceedings in the name of and on behalf of **You** to challenge, appeal or amend any decision, direction, award or the exercise of any power of an adjudicator or to stay the enforcement of any decision, direction, award or exercise of any power of the adjudicator. **You** must give all such assistance as **We** may reasonably require in relation to such proceedings; and
- b. not to accept the decision of any adjudicator as finally determining the related dispute without **Our** prior written consent (not to be unreasonably delayed or unreasonably withheld).

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

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 other than by virtue of the Act.

### 7. Choice of Law and Jurisdiction

This **Policy** will be governed by and construed in accordance with the laws of England and Wales.

### 8. Disputes and Jurisdiction

- a. Any dispute between **Us** and **You**:
  - i. as to the correct interpretation of the definition of **Professional Business** under this **Policy**, or
  - ii. whether the cover under this **Policy** is any less favourable or gives less protection to **You** than the Approved Minimum Wording issued by the Royal Institution of Chartered Surveyors, or
  - iii. regarding the application of Section E: Failure to Make a Fair Presentation;will be referred by either party for arbitration in accordance with the law and procedure of England and Wales to any person nominated by the President for the time being of the Royal Institution of Chartered Surveyors, whose decision will be binding on both parties.
- b. If a common course of action with regard to the contesting of any legal proceedings (whether defence or prosecution) cannot be agreed between **Us** and **You**, the dispute will be resolved by reference to King's Counsel of the English Bar to be mutually agreed between **Us** and **You** whose decision will be binding. In resolving the dispute, King's Counsel will have due regard to the interests of both **You** and **Us**. In the event of disagreement regarding the appointment of King's Counsel, King's Counsel will be appointed by the Chairman for the time being of the Bar Council. The costs of such an exercise will be allocated by the agreed or appointed party on a fair and equitable basis.
- c. Save as aforesaid, the Courts of England and Wales are to have exclusive jurisdiction for hearing and determining any dispute arising out of or in connection with this **Policy**.

## 9. Practice to act as Agent

All persons falling within the definition of the **Insured** agree that the **Practice** is their agent for all purposes in connection with this **Policy**. This **Policy** may be varied or rescinded by agreement between **Us** and the **Practice** without requiring the consent of any other person falling within the definition of the **Insured**.

## 10. Premium Payment

- a. **You** undertake that the premium will be paid in full to **Us** within 60 days of inception of this **Policy** (or in respect of instalment premiums, when due).
- b. If the premium has not been paid to **Us** by the 60<sup>th</sup> day from the inception of this **Policy** (and in respect of instalment premiums, by the date they are due) **We** will have the right to cancel this **Policy** by notifying **You** via **Your** broker in writing. **We** will also give notice to RICS of **Our** intention to cancel this **Policy**.
- c. In the event of cancellation, the premium is due to **Us** on a pro rata basis for the period that **We** have been on risk. However, if a **Claim** or **Circumstance** had already been notified to **Us** prior to cancellation, the full premium will be payable to **Us**.
- d. **We** will give not less than 30 days prior notice of cancellation to **You** via **Your** insurance agent and the **Policy** will automatically terminate at the end of the notice period. If the premium is paid in full to **Us** before the notice period expires, notice of cancellation will automatically be revoked.

## 11. Sanctions

The provision of any cover, the payment of any **Claim** and the provision of any benefit will be suspended, to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension will continue until such time as **We** would no longer be exposed to any such sanction, prohibition or restriction.

## 12. Sanctions and Financial Crime Documentation

- a. This clause takes precedence over any others in this **Policy**, including any sanctions conditions.
- b. **You** must, upon any reasonable request in writing, provide to **Us** or **Your** insurance agent, all documentation reasonably required by **Us** or **Your** insurance agent:
  - i. to satisfy **Us**; or
  - ii. to satisfy **Your** insurance agent; or
  - iii. to demonstrate to any regulator or other authoritythat the **Professional Business** does not expose **Us**, **Your** insurance agent or **You** to any sanction, prohibition or restriction under any **Sanctions and Financial Crime Laws and Regulations**.

- c. If **You** do not comply with any of the requirements of this Condition, the following remedies will apply, in addition to any remedies under any other clauses in this **Policy**, including any sanctions conditions:
  - i. **We** will be freed from all obligations under this **Policy**; and
  - ii. **We** will have no liability to **You** or any other party in connection with this **Policy**; and
  - iii. **You** will not be entitled to any return of the premium and/or the premium will remain payable by **You**.
- d. **You** must exercise best efforts to comply with the requirements of this Condition. **You** will not be in breach of this Condition if **You** have been unable to comply with it for reasons outside **Your** control.

For the purposes of this Condition:

**Sanctions and Financial Crime Laws and Regulations** means any trade or economic sanctions, or financial crime, laws, regulations, requirements, prohibitions or restrictions under United Nations' resolution(s) or the laws or regulations of the European Union, United Kingdom or United States of America.

### 13. VAT

All payments to **You** under this **Policy** will be exclusive of VAT unless **You** are unable to reclaim VAT from HMRC.

### 14. Cancellation

**You** may cancel this **Policy** by giving 30 days' written notice to **Us**, but only under the following circumstances, and provided that **You** have obtained insurance which complies with the Royal Institution of Chartered Surveyors approved minimum professional indemnity **Policy** wording and Professional Indemnity Requirements Version 11, with effect from 1 July 2025:

- a. there has been a material change in risk and **We** are not able to provide ongoing coverage on terms which are commercially fair and reasonable;
- b. the **Insured** firm has been absorbed into another practice;
- c. **Our** rating has been downgraded below the Royal Institute of Chartered Surveyors minimum requirements; or
- d. by mutual agreement between **Us** and **You**.

If **You** cancel this **Policy** pursuant to the above clause the following terms apply:

- i. If **You** have notified **Us** of a **Claim** or **Circumstance** and **We** have paid and/or reasonably reserved an amount (taking account of **Our** ability to evaluate the financial impact) in respect of that **Claim** or **Circumstance**, **You** will be entitled to the return of a just and equitable portion of the premium in respect of the unexpired term of this **Policy**;
- ii. Section F Consumer Run-off Cover will not apply unless **We** agree; and
- iii. Subject to Section C Claims Conditions, the **Practice** shall not be permitted to make any further notifications under this **Policy** but shall be entitled to cover in respect of any notifications made before cancellation takes effect.

If **You** wish to cancel this **Policy**, **You** should first contact the insurance agent who arranged this **Policy** for **You**.

## Section E: Failure to Make a Fair Presentation

The Insurance Act 2015 ("the Act") has introduced a duty on **You** that before **You** enter into a contract of insurance, **You** must make a fair presentation of the risk to **Us**. This clause varies the terms of the Act in relation to **Our** remedy for a breach of duty of fair presentation and applies to any ongoing duty to provide **Us** with material information.

- 1. Where there has been:
  - a. a failure by **You** to comply with **Your** duty to make a fair presentation to **Us**; or
  - b. a failure to disclose a material change in the risk to **Us**;(however those obligations may arise) and such failure would entitle **Us** to avoid this **Policy**, **We** agree only to exercise **Our** right to avoid this **Policy** if:
  - i. **You** have admitted that **You** failed to make a fair presentation of (or disclose a material change in) the risk with the intention of misleading or deceiving **Us**; or



- ii. **We** have established by way of a final adjudication in arbitration proceedings between **You** and **Us** commenced in accordance with clause 8 of Section D of this **Policy** (including any appeal therefrom), that **You** failed to make a fair presentation of (or disclose a material change in) the risk with the intention of misleading or deceiving **Us**. Until such final adjudication (including any appeal therefrom) has been concluded, **We** will continue to honour **Our** obligations, and make payment, under the **Policy**.

Where **We** exercise **Our** right to avoid the **Policy** under this clause **We** may refuse all claims and need not return any of the premium paid by **You**.

2. In any case where there has been a failure by **You** to comply with **Your** duty to make a fair presentation of, or a failure to disclose a material change in the risk to **Us** and where clause 1 of this Section E does not apply:
  - a. in the case of a **Claim** first made against **You** during the **Period of Insurance** where:
    - i. **You** had previous knowledge of the **Circumstance(s)** relating to such **Claim**; and
    - ii. **You** 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 **You** would have been entitled under such preceding **Policy** (whether with other insurers or not), **We** will only be liable to afford indemnity to such amount and extent as would have been afforded to **You** by such preceding **Policy**; and
  - b. regardless of whether or not Clause 2a. above applies, where **We** can demonstrate that, by reason of **Your** failure to comply with **Your** duty to make a fair presentation of the risk, **We** would not have written the **Policy**, or would have written the **Policy** but on different terms and conditions, then **We** will be entitled to charge a just and equitable additional premium in light of the prejudice caused to **Our** interests by such failure to comply with that duty;
  - c. otherwise, save as set out in Clause 2a. and 2b. above, **We** will not be entitled to any remedy by reason of **Your** failure to comply with **Your** duty to make a fair presentation of the risk where such failure was neither deliberate or reckless.
3. Where **Your** breach of or non-compliance with any provision in Conditions 1, 4, 5 or 6 of Section C of this **Policy** has resulted in prejudice to the handling or settlement of any **Claim**, **We** will be entitled to reduce the indemnity afforded by this **Policy** in respect of such **Claim** (including **Defence Costs**) to such sum as is just and equitable having regard to the prejudice caused to **Our** interests by the breach or non-compliance.

## Section F: Consumer Run-Off Cover

Subject to the payment (or part payment) of the original premium, in the event that the **Practice** ceases and **You** have not obtained insurance which complies with the Royal Institution of Chartered Surveyors Approved Minimum Wording and Professional Indemnity Requirements Version 11 with effect from 01 July 2025, this **Policy** will extend to indemnify **You** for any **Claim(s)** made against **You** by a **Consumer** and arising from **Your** errors or omissions prior to the **Practice** ceasing, or the expiry date as stated in the **Schedule** (whichever is the earliest), for an additional period of six years from the day immediately following the expiry date as stated in the **Schedule** (Consumer Run-off Cover), and shall be provided on the following basis:

1. The maximum **Limit of Indemnity** that **We** will pay for Consumer Run-off Cover will not exceed GBP 1,000,000 any one **Claim** and in the aggregate for the period of the Consumer Run-Off Cover stated above.
2. In the event of part payment of the original premium, Consumer Run-off Cover cannot be cancelled for non-payment of premium.
3. **We** will not charge an additional premium for Consumer Run-Off Cover.

## Section G: Exclusions

**We** will not pay for that part of any loss for:

### Adjudication

- a. Any decision made against **You** by an adjudicator who was not independent of the parties to the dispute.
- b. Any **Claim** arising out of or related to any adjudication arising from an adjudication clause in a contract which contains timetable provisions for adjudication which are more onerous to the **Insured** than those contained in the Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996.

### Arbitration

Any arbitration award (whether made under the Surveyors' and Valuers' Arbitration Scheme 1998 or otherwise) 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 **Us**.

### Asbestos

Any **Claim (s)**:

- a. directly or indirectly resulting from **Asbestos Surveys** carried out by **You**; and/or
- b. arising out of or in any way involving any **Bodily Injury** caused by asbestos or fear of suffering **Bodily Injury** caused by asbestos.

### Contractual Liability

- a. Any contractual liability incurred by **You** in the conduct of **Professional Business** as a result of:
  - i. **Your** acceptance of an obligation, or a guarantee by **You**, of fitness for purpose where this appears as an express term;
  - ii. any express guarantee given by **You** including any relating to the period of a project;
  - iii. any express penalty contained in a contract between **You** and a third party;
  - iv. any express acceptance by **You** of liability for liquidated damages.
- b. Any liability that arises in consequence of any assignment of a **Collateral Warranty or Duty of Care Agreement** to more than one party except in the case of a **Collateral Warranty or Duty of Care Agreement** given to a financier or funding party (not a purchaser or tenant) where a total of two assignments is permissible. This sub-clause is only applicable to contractual liabilities entered into on or after 1 October 2001.

This exclusion will not apply if liability would have attached to **You** in the absence of any such express agreement, or if:

- i. **We** have expressly approved the contractual terms giving rise to the said liability or
  - ii. in the case of a **Collateral Warranty or Duty of Care Agreement**, the British Property Federation or Construction Industry Council's current or former standard collateral warranty wording is used.
- c. Any liability incurred where **You** have 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 losses or potential losses arising directly and solely from the valuation being provided in reliance upon the EWS 1 form. This exclusion will only apply to all valuations undertaken on or after 01 May 2020.

### Controlling Interest

Any **Claim(s)** brought by either:

- a. any entity in which the **Insured** exercises a controlling interest; or
- 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** is made against the **Insured** for an indemnity or contribution in respect of a **Claim** made by an independent third party.

### Cyber

Any **Claim**, loss, costs, expense, fines, penalties, mitigation costs or any other amount connected with:

- a. a **Cyber Act**;
- b. partial or total unavailability or failure of a **Computer System**;



provided that in respect of a. or b. above, the **Computer System** is owned or controlled by **You** or any other party acting on **Your** behalf;

- c. receipt or transmission of malware, malicious code or similar by **You** or a party acting on **Your** behalf;
- d. the failure or interruption of service provided;
  - i. to **You** or a party acting on **Your** behalf by an internet service provider, telecommunications provider or cloud provider, but not including the hosting of hardware and software owned by **You**;
  - ii. by any utility provider where such failure or interruption of service impacts a **Computer System** owned or controlled by the **You** or a party acting on **Your** behalf;
- e. costs of reconstituting or recovering lost, inaccessible or damaged **Data**.

Except as expressly provided in this Exclusion, or by other restrictions in this **Policy** specifically relating to the use of, or inability to use, a **Computer System**, no cover otherwise provided under this **Policy** will be restricted solely due to the use of, or inability to use, a **Computer System**.

#### Data Protection Law

Any **Claim**, loss, damages, fines, penalties, mitigation costs or any other amount not covered under Insuring Clause 10 for actual or alleged breach of **Data Protection Law** by **You** or any other party acting on **Your** behalf.

#### Directors' and Officers' Liability

Any **Claim(s)** 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.

#### Dishonesty or Fraud

Any **Claim(s)** arising out of any dishonesty or fraud by **You** save to the extent that the **Claim** arises by reason of and was solely and directly caused by the (actual or allegedly) dishonest and/or fraudulent act(s) of any past or present partner, director, member, **Consultant** or employee of the **Practice** (whether committed alone or in collusion with others) which cause any client of **Yours** to suffer loss, provided always that:

- a. no indemnity will be afforded in respect of any **Claim** arising out of such dishonesty or fraud on the part of any person after discovery by the **Insured**, in relation to that person, of reasonable cause for suspicion of fraud or dishonesty; and
- b. any dishonesty and/or fraud committed by a person or persons acting in concert will for the purposes of this **Policy** be treated as one **Claim**.

#### Environmental Audits

Any **Claim(s)** directly or indirectly resulting from **Environmental Audits** carried out by **You**.

#### EWS1 and Fire Risk Appraisal of External Walls Assessment

Any **Claim(s)** arising out of:

- a. the provision of an **EWS Assessment; FRAEW Assessment** and / or the completion and / or signing of an **EWS1 Form** for any building 18 metres or more in height above ground level (including the ground floor but not including basements or mezzanine levels), whether used for residential, commercial, parking or other use; and/ or
- b. the provision of an **EWS Assessment; FRAEW Assessment** and / or the completion and / or signing of an **EWS1 Form** by a person who has not taken and passed the RICS External Wall Systems Assessment Training Programme.

#### Financial Services

Any **Claim(s)** 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, but only for which the **Practice** has permission pursuant to Part IV of the Financial Services and Markets Act 2000.

#### Fines, Penalties, Punitive, Multiple or Exemplary Damages

Any fines, penalties or punitive, multiple or exemplary damages where such have been identified separately within any award of any court or tribunal. Including but not limited to any fines or penalties for a breach of 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 government entity.

#### **Your Insolvency**

Any **Claim** arising out of or relating solely to **Your** insolvency or bankruptcy.

This exclusion will not apply to:

- a. any **Claim(s)** in respect of monies held on behalf of third parties; and/or
- b. any **Claim(s)** that otherwise would be indemnified by this **Policy** but for **Your** insolvency or bankruptcy.

#### **Liability arising out of Bodily Injury**

Any **Claim(s)** arising out of **Bodily Injury** of any **Employee** whilst in the course of their employment for or on **Your** behalf.

#### **Liability arising out of employment**

Any **Claim(s)** arising from any liability to any **Employee**, former **Employee** or prospective **Employee** in respect of employment-related libel, slander, humiliation or defamation, unfair or 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.

#### **Liability involving transport or property owned by You**

Any **Claim(s)** arising out of:

- a. the ownership, possession or use by **You** or on **Your** behalf of any aircraft, watercraft, hovercraft, motor vehicle or trailer; and/or
- b. the ownership or possession by **You** or on **Your** behalf of any buildings, structures, premises, land or property (mobile or immobile) or that part of any building leased, occupied or rented by **You**.

#### **Market Fluctuation Clause**

Any **Claim(s)** relating to the financial return of any investment or the depreciation or loss of investments when such financial return, depreciation or loss is caused by normal or abnormal fluctuations in any financial, stock, commodity or other markets which are outside **Your** influence or control.

This exclusion will not apply to **Professional Business** in connection with the survey or valuation of any tangible property.

#### **Nuclear Risks**

Any **Claim(s)** whether directly or indirectly caused by, contributed to by or arising from loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- a. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### **Ombudsman**

Any ombudsman's award except to the extent covered under Insuring Clause 2 of Section A.

#### **Other Policies**

Any **Claim(s)** where **You** are entitled to indemnity under any other **Policy** except in respect of any excess beyond the amount which would have been payable under such **Policy** had this **Policy** not been effected.

#### **Previous Claims / Circumstance(s)**

Any **Claim**:

- a. which **You** were or should have been aware of prior to the inception of this **Policy** (including any **Claim** notified under any insurance which was in force prior to the inception of this **Policy** and accepted as notified by the insurer of that **Policy**);
- b. arising out of any **Circumstance** which has been notified under any insurance which was in force prior to the inception of this **Policy** and the insurers of that **Policy** have accepted that the **Circumstance** was properly notified to that **Policy**.

This exclusion will not reduce **Your** rights under (or otherwise affect the application of) Section E - Failure to Make a Fair Presentation.

#### Retroactive Date

Any **Claim(s)** notified under the terms of this **Policy** that arises out of the conduct of **Professional Business** prior to the **Retroactive Date**.

#### Supply of Goods

Any **Claim(s)** arising out of the supply of any goods by **You** or products manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by **You**. This exclusion will not apply to project models or displays.

#### Surveys and Valuations (qualifications and experience)

Any **Claim(s)** arising out of a survey or valuation for secured lending purposes, unless it was undertaken by:

- a. anyone who is:
  - i. a Fellow, a Professional Member, a Technical Member or an Associate Member of the Royal Institution of Chartered Surveyors (RICS); or
  - ii. a Fellow or Associate of the Incorporated Society of Valuers and Auctioneers (ISVA); or
  - iii. a Fellow or Associate of the Architects and Surveyors Institute (ASI); or
  - iv. a Fellow or Associate of the Faculty of Architects and Surveyors (FFAS); or
  - v. a Fellow or Associate of the Royal Institute of British Architects (RIBA); or
  - vi. a Fellow or Associate of the Royal Incorporation of Architects in Scotland (RIAS) or
  - vii. a RICS Registered Valuer in accordance with the RICS Valuation Standards; or
- b. anyone who has not less than five years' experience of such work; or
- c. any other person delegated by **You** to execute such work subject always to:
  - i. supervision of such work by a person qualified in accordance with clause a. or b. above; or
  - ii. agreement in writing having been obtained from **Us** prior to cover being granted.

#### Trading Losses

Any **Claim(s)** arising out of any trading losses or trading liabilities incurred by **You** including loss of any business or custom.

#### USA and Canada

Any **Claim(s)** instituted or pursued in the United States of America, its territories and possessions or Canada (whether for the enforcement of a judgment or finding of a Court or tribunal of another jurisdiction or otherwise) or in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply or which involves the enforcement or attempted enforcement of a judgment or finding of a Court or tribunal of the United States of America, its territories and/or possessions or Canada.

#### War Risks

Any **Claim(s)** of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the **Claim**:  
War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or any act of terrorism.

For the purpose of this exclusion an act of terrorism means:

an act, including but not limited to the use of force or violence and / or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political or religious or similar purposes including the intention to influence any government and / or to put the public, or any section of the public, in fear.

This exclusion also excludes any **Claim**, costs or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any of the above.

## How to Complain

**Our** aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. **We** are committed to providing the highest standard of service at all times.

If **You** have an enquiry about **Your Policy**, please contact **Your** insurance agent who arranged the **Policy** for **You**.

If **You** have cause to make a complaint, **You** can do so at any time by contacting **Us**:

Email: [complaints@archinsurance.com](mailto:complaints@archinsurance.com)

Tel: 0333 207 2268

Post: Complaints Manager  
Arch Insurance (UK) Limited  
4th Floor,  
10 Fenchurch Avenue,  
London EC3M 5BN

If **We** do not succeed in resolving **Your** complaint, or if **You** have not received a final response within 8 weeks of the complaint being made, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS).

**You** can contact the FOS at:

Tel: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK)

or

0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK)

Post: The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Web: [www.financial-ombudsman.org.uk/make-complaint](http://www.financial-ombudsman.org.uk/make-complaint)

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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Following this procedure does not affect **Your** right to take legal action.

## Financial Services Compensation Scheme (FSCS)

Arch Insurance (UK) Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from FSCS if **We** are unable to meet our obligations to **You** under this insurance.

If **You** are entitled to compensation from the FSCS, the level and extent of compensation will depend on the nature of this insurance. Further information about FSCS is available on their website: [www.fscs.org.uk](http://www.fscs.org.uk) or **You** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

## Privacy Notice

Arch Insurance (UK) Limited ("Arch") is committed to safeguarding the privacy and security of all personal information held by **Us**. This notice explains who **We** are, the types of personal information **We** hold, how and why **We** use it, who **We** share it with, how long **We** keep it and **Your** data protection rights. Further details can be found within **Our** full privacy notice which is available on **Our** group website [www.archcapgroup.com/privacy](http://www.archcapgroup.com/privacy).

### Who We are

Arch is part of the Arch Capital Group Ltd. group of companies and is registered with the Information Commissioner's Office, registration number Z2421416. Arch is the Data Controller of the information **You** provide to **Us** for the products and services **We** provide to **You**.

Further information about Arch can be found at **Our** website listed above.

### What personal information we collect about You

**We** will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, prior insurance history (including previous claims), details of the insurance product or service **You** wish to use and payment details (including bank account number and sort code). **We** may collect credit and anti-fraud information such as **Your** credit history.

**We** may also need to request and collect sensitive personal information about **You**, such as details of relevant criminal offences and convictions or **Your** medical history. **We** will only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided.

### How and why We use Your personal information

**We** will use **Your** personal information to:

- Provide quotations and set up **Your Policy**.
- Manage **Your Policy** and provide the products or services **You** have requested.
- Process claims, including the defence or prosecution of legal claims, and to investigate and prevent fraud.
- Develop new products and services.
- Undertake statistical analysis.

**We** may process **Your** personal information for the following reasons:

- For the purpose of managing **Your** insurance and any claims **You** make.
- It is necessary to meet the terms of an insurance contract with **You** or a third party on **Your** behalf.
- It is necessary to meet an obligation **We** have by law.
- It is in **Our** or a third party's legitimate interest, such as to prevent and detect fraud, performing data analytics for risk modelling purposes and for any sale, merger or takeover of all or part of Arch.

### How We collect Your personal information

**We** may collect information about **You** from various sources, including:

- **You** or a representative such as a family member, **Your** insurance agent or employer.
- Other insurance companies or their representatives.
- Credit reference agencies.
- Anti-fraud databases or sanctions lists providers.
- Government agencies such as HM Revenue & Customs and the Driver and Vehicle Licensing Agency.
- Publicly available sources such as court judgments and electoral registers.
- Third-party service providers (such as a loss adjustor) or any third parties involved with a claim.

### Who We share Your personal information with

**We** may share **Your** information with:

- Third parties who help **Us** deliver **Our** products and services to **You**. This can include claims handlers, loss adjustors, legal representatives and data-storage providers.
- **Your** insurance agent/broker.
- Other insurers and reinsurers.
- Credit reference bureaus and other financial firms involved in any financial payments.

- National anti-fraud databases and fraud prevention agencies including the Claims and Underwriting Exchange and the Motor Insurers Anti-Fraud and Theft Register.
- Auditors, regulators, police or law enforcement bodies and statutory or regulatory authorities, including but not limited to the Employer's Liability Tracing Office and the Motor Insurers' Bureau
- Companies within the Arch Capital Group Ltd group of companies to help deliver **Our** products and services.

When **We** use third parties to deliver **Our** products and services, **Your** personal information will only be used for the provision and administration of the services provided to **You**. **We** require third parties to take all steps which are reasonably necessary to ensure that **Your** data is treated securely and in accordance with this notice.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the United Kingdom ("UK") or the European Economic Area ("EEA"). **We** will ensure that such transfers of personal information are protected by appropriate contractual clauses and that the transfer of information complies with all relevant data protection laws.

#### How long **We** keep **Your** personal information for

**We** will not keep **Your** personal information for any longer than is necessary for the purpose for which it was provided, unless **We** are required to by law.

**We** will normally keep information for at least seven years after the termination or cancellation of a product, contract or service that **We** provide. In certain cases, **We** will keep **Your** information for longer, particularly for types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with **Us** has ended.

#### Your rights relating to Your personal information

Under data protection law **You** have several data protection rights. These include the right to request a copy of **Your** personal information, request to have **Your** information updated or corrected, request to have **Your** information deleted (right to be forgotten), object to how **We** are using **Your** information (including **Our** legitimate interests mentioned above), or request to have **Your** information sent directly to a third party.

These rights may not apply in all cases or there might be restrictions to how these apply. If **You** wish to exercise any of **Your** rights, please contact **Our** Data Protection Officer whose contact details are below.

If **You** have any concerns about how **We** may use or have used **Your** personal information, please contact **Us** and **We** will try to resolve **Your** concerns. **You** may also contact the UK Data Protection Regulator - the Information Commissioner's Office, whose details can be found on their website [www.ico.org.uk](http://www.ico.org.uk).

#### How to contact **Us**

**You** can contact **Us** for any data protection queries by email: [DPO@archinsurance.com](mailto:DPO@archinsurance.com) or by writing to The Data Protection Officer, 4th Floor, 10 Fenchurch Avenue, London, EC3M 5BN.