Professional Indemnity – Surveyors
Policy
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How we use your information

Who controls your personal information
This notice tells you how Zurich Insurance plc (‘Zurich’), as data controller, will deal with your personal information. Where Zurich introduces you to a company outside the group, that company will tell you how your personal information will be used.

You can ask for further information about our use of your personal information or complain about its use in the first instance, by contacting our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

If you have any concerns regarding our processing of your personal information, or are not satisfied with our handling of any request by you in relation to your rights, you also have the right to make a complaint to the Information Commissioner’s Office. Their address is: First Contact Team, Information Commissioner’s Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

What personal information we collect about you
We will collect and process the personal information that you give us by phone, e-mail, filling in forms, including on our website, and when you report a problem with our website. We also collect personal information from your appointed agent such as your trustee, broker, intermediary or financial adviser in order to provide you with the services you have requested and from other sources, such as credit reference agencies and other insurance companies, for verification purposes. We will also collect information you have volunteered to be in the public domain and other industry-wide sources.

We will only collect personal information that we require to fulfil our contractual or legal requirements unless you consent to provide additional information. The type of personal information we will collect includes; basic personal information (i.e. name, address and date of birth), occupation and financial details, health and family information, claims and convictions information and where you have requested other individuals be included in the arrangement, personal information about those individuals.

If you give us personal information on other individuals, this will be used to provide you with a quotation and/or contract of insurance and/or provision of financial services. You agree you have their permission to do so. Except where you are managing the contract on another’s behalf, please ensure that the individual knows how their personal information will be used by Zurich. More information about this can be found in the ‘How we use your personal information’ section.

How we use your personal information
We and our selected third parties will only collect and use your personal information (i) where the processing is necessary in connection with providing you with a quotation and/or contract of insurance and/or provision of financial services that you have requested; (ii) to meet our legal or regulatory obligations; or (iii) for our “legitimate interests”. It is in our legitimate interests to collect your personal information as it provides us with the information that we need to provide our services to you more effectively including providing you with information about our products and services. We will always ensure that we keep the amount of information collected and the extent of any processing to the absolute minimum to meet this legitimate interest. Examples of the purposes for which we will collect and use your personal information are:

1. to provide you with a quotation and/or contract of insurance;
2. to identify you when you contact us;
3. to deal with administration and assess claims;
4. to make and receive payments;
5. to obtain feedback on the service we provide to you;
6. to administer our site and for internal operations including troubleshooting, data analysis, testing, research, statistical and survey purposes;
7. for fraud prevention and detection purposes.

We will contact you to obtain consent prior to processing your personal information for any other purpose, including for the purposes of targeted marketing unless we already have consent to do so.

Who we share your personal information with
Where necessary, we will share the personal information you gave us for the purposes of providing you with the goods and services you requested with the types of organisations described below:

- associated companies including reinsurers, suppliers and service providers;
- introducers and professional advisers;
- regulatory and legal bodies;
- survey and research organisations;
- credit reference agencies;
- healthcare professionals, social and welfare organisations; and
- other insurance companies
Or, in order to meet our legal or regulatory requirements, with the types of organisations described below:

- regulatory and legal bodies;
- central government or local councils;
- law enforcement bodies, including investigators;
- credit reference agencies; and
- other insurance companies

**How we use your personal information for websites and email communications**

When you visit one of our websites we may collect information from you such as your email address or IP address. This helps us to track unique visits and monitor patterns of customer website traffic, such as who visits and why they visit.

We use cookies and/or pixel tags on some pages of our website. A cookie is a small text file sent to your computer. A pixel tag is an invisible tag placed on certain pages of our website but not on your computer. Pixel tags usually work together with cookies to assist us to provide you with a more tailored service. This allows us to monitor and improve our email communications and website. Useful information about cookies, including how to remove them, can be found on our websites.

**How we transfer your personal information to other countries**

Where we transfer your personal information to countries that are outside of the UK and the European Union (EU) we will ensure that it is protected and that the transfer is lawful. We will do this by ensuring that the personal information is given adequate safeguards by using 'standard contractual clauses' which have been adopted or approved by the UK and the EU, or other solutions that are in line with the requirements of European data protection laws.

A copy of our security measures for personal information transfers can be obtained from our Data Protection Officer at: Zurich Insurance Group, Tri-centre 1, Newbridge Square, Swindon, SN1 1HN, or by emailing the Data Protection Officer at GBZ.General.Data.Protection@uk.zurich.com.

**How long we keep your personal information for**

We will retain and process your personal information for as long as necessary to meet the purposes for which it was originally collected. These periods of time are subject to legal, tax and regulatory requirements or to enable us to manage our business.

**Your data protection rights**

You have a number of rights under the data protection laws, namely:

- a right of data portability, namely to obtain and reuse your data for your own purposes across different services;
- to object to direct marketing;
- not to be subject to automated decision making (including profiling), where it produces a legal effect or a similarly significant effect on you;
- to claim compensation for damages caused by a breach of the data protection legislation.
- if we are processing your personal information with your consent, you have the right to withdraw your consent at any time.

We will, for the purposes of providing you with a contract of insurance, processing claims, reinsurance and targeted marketing, process your personal information by means of automated decision making and profiling where we have a legitimate interest or you have consented to this.

**What happens if you fail to provide your personal information to us**

If you do not provide us with your personal information, we will not be able to provide you with a contract or assess future claims for the service you have requested.

**Fraud prevention and detection**

In order to prevent and detect fraud we may at any time:

- check your personal data against counter fraud systems
- use your information to search against various publicly available and third party resources
- use industry fraud tools including undertaking credit searches and to review your claims history
- share information about you with other organisations including but not limited to the police, the Insurance Fraud Bureau (IFB), other insurers and other interested parties.

If you provide false or inaccurate information and fraud is identified, the matter will be investigated and appropriate action taken. This may result in your case being referred to the Insurance Fraud Enforcement Department (IFED) or other police forces and fraud prevention agencies. You may face fines or criminal prosecution. In addition, Zurich may register your name on the Insurance Fraud Register, an industry-wide fraud database.

**Claims history**

We may pass information relating to claims or potential claims to any relevant database.

We and other insurers may search these databases when you apply for insurance, when claims or potential claims are notified to us or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

This helps to check information provided and prevent fraudulent claims.
Claims notification
To notify a claim please contact:
Financial Lines Claims Team, UK Claims Operation,
Zurich Insurance plc, 70 Mark Lane, London, EC3R 7NQ
E Mail: FLSMEClaims@uk.zurich.com

The following services are provided by either DAS Legal Expenses Insurance Company Limited, DAS Law Limited and/or a preferred law firm on behalf of DAS Legal Expenses Insurance Company Limited.

Helpline services
You can contact the DAS UK-based call centres 24 hours a day, seven days a week. However, DAS may need to arrange to call you back depending on the enquiry.
To help DAS check and improve their service standards, they record all inbound and outbound calls, except those to the counselling service. When phoning, please advise DAS of your policy number and the name of the insurance provider who sold you the policy.

Legal advice helpline
Call 0844 893 9022 when you require legal advice
DAS provides confidential legal advice over the phone on any commercial legal problem affecting your business, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway.
Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit you.
DAS Legal Advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters DAS will refer you to one of their specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.
Specialist advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, a DAS Legal Advisor will call you back.

Tax advice service
Call 0844 893 9022 when you require tax advice
This service offers confidential advice over the phone on any tax matters affecting your business under the laws of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands.
Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, a DAS Tax Advisor will call you back.

Counselling service
Call 0844 893 9025 for confidential counselling
DAS will provide your employees, including any members of their immediate family who permanently live with them, with a confidential counselling service over the phone if they are aged 18 or over, including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by DAS or Zurich Insurance plc.
The counselling service helpline is open 24 hours a day, seven days a week.

Health and medical information service
Call 0844 893 9022 for health and medical information
DAS will give your employees information over the phone on general health issues and advice on a wide variety of medical matters. They can give your employees information on all health services including NHS Dentists.
Health and medical information is provided by qualified nurses 9am – 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Business assistance
Call 0844 893 9022 when you require business assistance
In the event of an unforeseen emergency affecting your business premises which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on your behalf. All costs of assistance provided are your responsibility.

Online law guide and document drafting
DAS Employment Manual
Visit www.das.co.uk and click on the Employment Manual icon
The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for your own use. Contact DAS at employmentmanual@das.co.uk with your email address, quoting your policy number and DAS will contact you by email to inform you of future updates to the information.
DAS Business Law
Visit www.dasbusinesslaw.co.uk for online legal advice and documents. When registering, please use the following code which will provide you with access to a range of free documents: DAS472301

Using www.dasbusinesslaw.co.uk you can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by you using the DAS smart document builders. You can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help you keep your business one step ahead.

In using these services you acknowledge that all rights and obligations relating to the provision of these services rest with DAS and that you will have no recourse to Zurich Insurance plc in this regard.

If you have a complaint about the service or about the way you have been treated, please write to: DAS Customer Relations Department at:
DAS House,
Quay Side,
Temple Back,
Bristol BS1 6NH.

Alternatively you can contact DAS by telephone on: 0117 934 0066, or email: customerrelations@das.co.uk.

Zurich Insurance plc and DAS will not accept responsibility if any of the helplines are unavailable for reasons Zurich Insurance plc and DAS cannot control.
Your Professional Indemnity –
Surveyors policy

This policy is a contract between you and us.
This policy, statement of facts, any schedule and endorsements should be read as if they are one document.
We will insure you during any period of insurance for which we have accepted your premium. Our liability will in no case exceed the limit of indemnity stated in this policy, the schedule or any endorsement to this policy.
Any reference to the singular will include the plural and vice versa.
Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.
Any heading in this policy is for ease of reference only and does not affect its interpretation.

Law applicable to this contract
In the UK the law allows both you and us to choose the law applicable to this contract. This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon your address stated in your policy documentation. If there is any dispute as to which law applies it will be English law.
The parties agree to submit to the exclusive jurisdiction of the English courts.

This is a legal document and should be kept in a safe place.
Please read this policy, statement of facts, schedule and endorsements carefully and if they do not meet your needs contact us or your broker or insurance intermediary.
Definitions

Certain words in this policy have special meanings. These words and their meanings are detailed below and apply wherever we have printed them in bold throughout.

Asbestos surveys
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.

Business
The services including the giving of advice:

a) which are undertaken by a member of the Royal Institution of Chartered Surveyors or have otherwise been declared to us and which are performed by any insured or on your behalf

b) performed by any current or former business partner, director, member or employee while holding an individual appointment in respect of work connected with you where those services are undertaken by a member of the Royal Institution of Chartered Surveyors or have otherwise been declared to us.

Business partner
Any person in business with you under the terms of a partnership agreement whether express or implied under legislation.

Circumstance
Incident, occurrence, fact, matter, act or omission that may give rise to a claim.

Claim
a) A demand for or an assertion of a right to civil compensation or civil damages or an intimation of an intention to seek such compensation or damages

b) any notice of intention to commence legal proceedings against you

c) any communication with you invoking any Pre-Action Protocol.

Consultant
Any person who undertakes business on your behalf including any person whose name and designation appear on your business stationary or in business communications or material issued on your behalf or who is employed by you in offering surveying services.

De jure or de facto
In law or as a matter of fact.

Defence costs
Reasonable costs and expenses necessarily incurred with our written consent in the investigation, defence or settlement of any claim or investigation into any circumstance which may be the subject of indemnity under this policy.

Employee
Any natural person who is:

a) under a contract of service or apprenticeship with you

b) self-employed

c) under a work experience or similar scheme

d) hired or borrowed by you from another employer and working for you in connection with the business while under your direct control or supervision.

Environmental audit
Any investigation specifically intended to assess whether there is actual pollution or contamination present.

Excess
The amount stated in this policy, the schedule or any endorsement for which you will be responsible and which will be deducted from any payment under this policy after all other terms and conditions have been applied.

Insured
You and your predecessors including:

a) any current or former business partner, director, member or principal of yours and any other person who may at any time during the period of insurance become a business partner, director, member or principal of yours

b) any current or former consultant of yours and any other person who becomes a consultant during the period of insurance

c) any current or former employee of yours and any other person who becomes an employee during the period of insurance

d) the estates and or legal representatives of any person noted under a), b) or c) above in the event of their death, incapacity, insolvency or bankruptcy.

Member
A member of your limited liability partnership as defined in the Limited Liability Partnerships Act 2000.
**Nuclear installation**
Any installation of a class or description as may be prescribed by regulations made by the Secretary of State by statutory instrument being an installation designed or adapted for the:

a) production or use of atomic energy

b) carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiation

c) storage, processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the production or use of nuclear fuel.

**Nuclear reactor**
Any plant including any machinery, equipment or appliance whether affixed to land or not designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

**Pollution or contamination**
Pollution or contamination of buildings or other structures or of water or land or the atmosphere.

**Related entity**
Any individual or entity or its subcontractors or assignees:

a) which wholly or partially own, operate or manage you

b) which is controlled, operated or managed by you.

**Territorial limits**
Worldwide excluding:

a) the United States of America

b) Canada

and any territories under their jurisdiction.

**Terrorism**

a) Any act or preparation in respect of action or threat of action designed to influence the government *de jure* or *de facto* of any nation or any political division of any nation, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government *de jure* or *de facto* and which:

i) involves violence against one or more persons

ii) involves damage to property

iii) endangers life other than that of the person committing the action

iv) creates a risk to health or safety of the public or a section of the public

v) is designed to interfere with or to disrupt an electronic system

b) any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

**We, us or our**
Zurich Insurance plc.

**You or your**
The person, people (either acting in partnership or on behalf of an unincorporated organisation) or the company stated in the schedule as the policyholder.
Professional Indemnity – Surveyors

Cover

We will pay any insured in respect of any claim first made against any insured and notified to us during the period of insurance in respect of any civil liability including liability for claimants’ costs and expenses arising out of the conduct of the business within the territorial limits.

In addition to the limit of indemnity we will pay defence costs.


Where you become liable to pay a sum in excess of the amount of indemnity available under this policy we will pay only the proportion of any defence costs that the amount of indemnity available under this policy bears to the insured’s total liability.

Additional cover

1. **Adjudication**

We will also indemnify any insured in respect of:

a) 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

b) any award by an arbitrator or tribunal of arbitrators whether under The Royal Institution of Chartered Surveyors Dispute Resolution Service or otherwise.

Provided that any adjudication provisions in the contract:

i) provide that the adjudicator must be independent of the parties to the dispute; and

ii) does not allow for the adjudicator’s decision to finally determine the dispute; and

iii) does not place any conditions upon the timing of commencement of legal or arbitration proceedings excluding adjudication proceedings; and

iv) does not contain timetable provisions for adjudication which are more onerous to you than those contained in the Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996.

Special conditions

It is a condition precedent to our liability under this clause that you:

i) notify us within 2 working days and during the period of insurance of:

   1) receipt of any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to contract; and

   2) any matters of which you become aware which might reasonably be expected to give rise to a claim against you being referred to an adjudicator; and

ii) must not serve any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice under contract without our prior written consent unless in your opinion service of those notices will not give rise to a claim; and

iii) must not agree to accept the decision of the adjudicator as finally determining the dispute without our prior written consent.

Subject to our reasonable request you will permit us to pursue legal proceedings, arbitration or other proceedings in your name and on your behalf to challenge, appeal, re-open or amend any decision, direction, award or exercise of any power of the adjudicator or to stay the enforcement of any such decision, direction, award or exercise of power. You will give all such assistance as we may reasonably require in relation to such legal proceedings or arbitration.
2. **Appointed representative**

If you are for the purposes of the Financial Services and Markets Act 2000 an Appointed Representative of any principal stated in the schedule for the purposes stated in the schedule notwithstanding Exclusion – 10. Financial services we will pay you in respect of any negligent act, error or omission in connection with such appointment provided that there will be no cover for any liability assumed by you under any express warranty, agreement or guarantee unless such liability would have attached in the absence of such express warranty, agreement or guarantee.

3. **Court attendance costs**

We will also pay you the daily rates stated below if any of these people are required to attend court or any arbitration or adjudication hearing as a witness at our request:

a) any business partner, director, member or principal £500
b) any employee or consultant £250
c) any other relevant party excluding any expert witness £250

Our liability will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

4. **Criminal or fraudulent acts**

We will also indemnify you for your own losses which during the period of insurance you first discover you have sustained by reason of any criminal or fraudulent act or omission of any employee.

This clause does not cover any loss where you are unable to demonstrate that you were operating your normal system of check and controls as declared to us.

Our liability will not exceed £250,000 in the aggregate during the period of insurance and this limit will be in addition to the limit of indemnity stated in the schedule.

5. **Fee costs**

We may also at our discretion pay your outstanding fee in circumstances where your client has expressed dissatisfaction with your work. They must:

a) demonstrate reasonable grounds for such dissatisfaction and subsequent refusal to pay such fee including amounts you are legally obligated to pay subcontractors at the time of the refusal to pay such fee; and
b) threaten to bring a claim against you for a sum greater than the outstanding fee; and
c) agree not to pursue such claim if you agree not to press for your outstanding fee.

Our payment of your outstanding fee will only be made if we believe that this will avoid a claim for a greater amount. If following this a claim still arises then the amount paid under this clause will be deducted from the limit of indemnity. If you eventually recover the outstanding fee or any part thereof then you must repay us any amount you recover less your reasonable expenses necessarily incurred in recovering the outstanding fee.

6. **First party copyright infringement**

We will also pay any reasonable costs and expenses necessarily incurred in the issue of any proceedings notified to us for any injunction or for damages for infringement of any copyright vested in you. Provided that we will not be required to incur any obligation to meet such costs where your cause of action is not one that is reasonable to pursue. In the event of any dispute arising between you and us as to the reasonableness of pursuing any such cause of action the opinion of a Queen’s Counsel the appointment of whom will be mutually agreed between you and us will be obtained and their decision will be binding.

If you and we cannot agree on the appointment of a Queen’s Counsel the chairman of the Bar Council will appoint one.

Our liability will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.
7. **Loss of documents**

We will also pay reasonable costs necessarily incurred by you with our prior consent for the restoration or replacement of records associated with the business including computer systems records which have been accidentally lost or damaged. Provided that any computer systems records are backed up no less frequently than once every 7 days or as otherwise agreed by us and such backed up records are held at a separate location. This clause does not apply to negotiable instruments of whatsoever nature.

Our liability will not exceed £1,000,000 in the aggregate or the limit of indemnity in the aggregate stated in the schedule whichever is the lesser during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

8. **Ombudsman awards**

We will also indemnify you in respect of:

a) any amount paid or payable

b) the cost of taking any steps which you are directed to take

in accordance with any final and binding award or determination of any ombudsman appointed in respect of any case accepted by the ombudsman for review under any recognised scheme applicable to your business and which may otherwise be the subject of indemnity under this policy.

Provided that you give written notice to us as soon as reasonably possible after becoming aware that a case directly affecting you is being reviewed by an ombudsman.

Any subsequent or concurrent civil action arising out of any complaint made to the ombudsman hereunder will be deemed to be notified in accordance with Claims condition – 1. Claim notification.

Our liability will not exceed £500,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

9. **Representation costs**

We will also pay reasonable costs and expenses necessarily incurred by you with our written consent for representation at any official examination, inquiry, investigation or other proceedings ordered or commissioned by a body legally empowered to investigate your affairs that is first instigated against you and notified to us during the period of insurance and which may give rise to a claim under this policy.

Our liability will not exceed £25,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.
**Statutory liabilities**

We will also pay you and at your request any business partner, director, member, principal, employee or consultant against 80% of the reasonable legal costs and expenses necessarily incurred with our prior consent in the defence of any proceedings first brought against you and notified to us during the period of insurance brought under:

a) the Bribery Act 2010  
b) the Business Protection from Misleading Marketing Regulations 2008  
c) the Construction (Design and Management) Regulations 2015  
d) the Consumer Protection from Unfair Trading Regulations 2008  
e) the Corporate Manslaughter and Corporate Homicide Act 2007  
f) the Data Protection Act 1998  
g) the Estate Agents Act 1979  
h) the Health and Safety at Work etc. Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978  
i) the Property Misdescriptions Act 1991  

Provided that:

i) the alleged breach arises out of the conduct of the business provided by you; and  
ii) the circumstances giving rise to such proceedings may otherwise give rise to an indemnity under this policy; and  
iii) in our reasonable belief the defence of such proceedings would assist in the defence of any claim against any insured.

Any subsequent or concurrent civil action arising out of proceedings notified hereunder will be deemed to be notified in accordance with Claims conditions – 1. Claim notification.

Our liability will not exceed £1,000,000 in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.
General exclusions

This policy does not cover:

1. **Arbitration**
   
   Liability arising from any arbitration award whether made under The Royal Institution of Chartered Surveyors Dispute Resolution Service or otherwise in respect of any claim or counterclaim where the seat of the arbitration is located outside England, Wales, Scotland or Northern Ireland unless that seat is agreed by us.

2. **Asbestos**
   
   Liability, loss, cost or expense directly or indirectly caused by, contributed to by or arising out of any asbestos, asbestos fibres or any derivatives of asbestos including any product containing any asbestos fibres or derivatives unless arising out of a breach of professional duty due to any negligent act, error or omission committed or alleged to have been committed in the conduct of the business.

   Provided that:
   
   a) this policy will not cover liability for:
      
      i) *asbestos surveys*
      
      ii) death, bodily injury, mental injury, sickness, disease, mental anguish, shock or the fear of suffering thereof sustained by any person.
   
   b) our liability including *defence costs* will not exceed £1,000,000 in the aggregate or the limit of indemnity in the aggregate stated in the schedule whichever is the lesser during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule.

3. **Claims by related entities**
   
   Any claim brought by any insured or any related entity unless such claim emanates from an independent third party.

4. **Contractual liability**
   
   Liability arising from any contractual liability incurred by you in the conduct of the business carried on by you as a result of:
   
   a) the acceptance by you of an obligation or the guarantee by you of fitness for purpose where this appears as an express term.
   
   b) any express guarantee given by you including any relating to the period of a project.
   
   c) any express penalty contained in a contract between you and a third party.
   
   d) any express acceptance by you of liability for liquidated damages.
   
   e) any collateral warranty or duty of care agreement to more than one party except in the case of one and or the other given to a financier or funding party but not a purchaser or tenant where a total of two assignments is permissible. This only applies to contractual liabilities entered into on or after 1 October 2001.

   Provided that this exclusion will not apply where:
   
   i) you would have been liable even if there had not been any such express warranty, guarantee, contractual promise, indemnity, waiver or express agreement.
   
   ii) we have expressly approved the contractual terms giving rise to the liability.
   
   iii) in respect 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.

5. **Courts jurisdiction**
   
   Any claim made or brought:
   
   a) in the United States of America or Canada or territories under their jurisdiction whether for the enforcement of a judgment or finding of a court or tribunal of another jurisdiction or otherwise.
   
   b) under or in consequence of any judgment or order in or under the laws of the United States of America or Canada or territories under their jurisdiction.

6. **Criminal or malicious acts**
   
   Liability arising out of any criminal, dishonest, fraudulent or malicious act, error or omission after discovery of or reasonable cause for suspicion in relation to any person committing such criminal, dishonest, fraudulent or malicious act, error or omission committed by any insured or on the direction of any business partner, director, member or principal unless:
   
   a) committed solely and directly by any current or former business partner, director, member, principal, employee or consultant.
   
   b) it has caused your client to suffer loss.

   Provided that:
   
   i) any criminal, dishonest, fraudulent or malicious act, error or omission committed by a person or persons acting in concert will be treated as one claim.
7. Directors' and officers' and trustee liability
liability while any insured is carrying out the duties of:
a) a director or officer of you or any other body corporate
b) a trustee of any pension fund or any other employee benefit scheme

8. Employment
liability arising out of:
a) death, bodily injury, mental injury, sickness, disease, mental anguish or shock of any business partner, director, member, principal or employee while in the course of their employment with you
b) any obligation owed by you as an employer or potential employer to any director or employee or applicant for employment
c) any express or implied terms of a partnership agreement or membership agreement

9. Financial services
liability arising out of any Regulated Activities as defined in the Financial Services and Markets Act 2000. This exclusion will not apply to mortgage mediation activity and insurance mediation activity relating to general insurance contracts only for which you have permission under Part IV of the Financial Services and Markets Act 2000 (as amended)

10. Goods and services
liability arising from any contract or arrangement for the supply to or use by you of goods or services

11. Hacking or Denial of Service Attack
liability arising out of:
a) unauthorised access to any computer or other equipment or component or system or item which processes, stores, transmits, retrieves or receives data
b) any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems including but not limited to the generation of excess network traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks

d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

e) i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
ii) nationalisation, confiscation, requisition, seizure or destruction by any government or public authority
f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

12. Insolvency
liability arising out of your insolvency or bankruptcy. This exclusion will not apply to any circumstance or claim:
a) in respect of monies held on behalf of third parties
b) that may be covered under this policy but for your insolvency or bankruptcy

13. Market fluctuation
liability arising out of 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 fluctuations in any financial, stock, commodity or other markets which are outside your influence or control. This exclusion will not apply to any survey or valuation of any tangible property

14. Nuclear and war risks and government or public authority order
death, injury, disablement or loss or damage to any property or any loss or expense resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, nuclear reactor or other nuclear assembly or nuclear component thereof
c) any weapon employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter
d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter but this exclusion d) will not apply to radioactive isotopes other than nuclear fuel when such isotopes are being prepared, carried, stored or used for commercial, agricultural, medical, scientific or other peaceful purposes

e) i) war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power
   ii) nationalisation, confiscation, requisition, seizure of destruction by any government or public authority
f) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
15. Pollution or contamination
liability arising directly or indirectly out of:

a) pollution or contamination unless arising out of any negligent act, error or omission in the conduct of the business

b) any environmental audit

Our liability will not exceed the limit of indemnity in the aggregate during the period of insurance and this limit will form part of and not be in addition to the limit of indemnity stated in the schedule other than 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 or rectifying the defective structure where the limit of indemnity will be any one claim

16. Prior circumstances and claims
liability arising from:

a) any circumstance that:
   i) you knew or that in our reasonable opinion you ought to have known prior to inception of this policy which may give rise to a claim against any insured
   ii) was notified by you under any other insurance policy prior to inception of this policy
   iii) was disclosed or in our reasonable opinion ought to have been disclosed on your latest proposal to us

b) any claim made against any insured prior to inception of this policy

17. Products and buildings
liability arising out of any supply, repair, alteration, manufacture, installation, construction, treatment, sale or distribution of goods, materials or products by you. This exclusion will not apply to project models or displays

18. Property and transport
liability arising out of the ownership, possession or use by you or on your behalf of any land, building, aircraft, watercraft, mechanically propelled vehicle or trailer

19. Punitive damages or fines
any amount in respect of:

a) penalties or fines

b) punitive or exemplary damages unless arising out of libel or slander committed or uttered in good faith

20. Retroactive Date
liability for any claim arising from the conduct of the business prior to the retroactive date stated in the schedule

21. Survey and valuation
liability arising out of:

a) any survey or valuation unless it was undertaken by:
   i) 1) a Fellow or Professional Member or Technical Member or an Associate Member of the Royal Institution of Chartered Surveyors
   2) a Fellow or Associate of the Incorporated Society of Valuers and Auctioneers
   3) a Fellow or Associate of the Architects and Surveyors Institute
   4) a Fellow or Associate of the Faculty of Architects and Surveyors
   5) a Fellow or Associate of the Royal Institute of British Architects
   6) a Fellow or Associate of the Royal Incorporation of Architects in Scotland
   ii) someone who has not less than 5 years experience of such work
   iii) any other person delegated by you to execute such work provided that:
      1) supervision of such work is by a person qualified in accordance with i) or ii)
      2) we have given our prior written consent

b) any survey undertaken in connection with the production of a Home Condition report unless it was undertaken by anyone who has a Diploma in Home Inspection from the Award Body of the Built Environment

22. Terrorism
loss, damage, consequential loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with terrorism

In any action or suit or other proceedings where we allege that by reason of this exclusion cover is not provided under this policy the burden of proving that cover is provided under this policy will be upon you

23. Trading losses
liability arising out of your trading loss or liability incurred by you including loss of any business or custom.
1. **Contracts (Rights of Third Parties) Act 1999**
   
   For the purposes of the Contracts (Rights of Third Parties) Act 1999 this policy is not enforceable by any third party.

2. **Discharge of liability**
   
   We may at any time pay in connection with any claim the maximum amount payable under this policy after deduction of any sum already paid in respect of such claim or any lower amount for which the claim can be settled and then relinquish the conduct and control and be under no further liability in respect of the claim except for the payment of defence costs incurred with our written consent prior to the date of such payment.

3. **Joint liabilities**
   
   If the insured comprises more than one party we will indemnify each party as though a separate policy had been issued to each of them provided that the total amount of indemnity to all such parties will not exceed the amount payable if the insured comprised only one party and in any event will not exceed the limit of indemnity stated in the schedule.

4. **Limit of indemnity**
   
   The limit of indemnity stated in the schedule is our monetary limit (other than any limit otherwise stated) and applies to any one claim.
   
   All claims against any one or more of the insured arising from:
   
   a) one act or omission
   
   b) one series of related acts or omissions
   
   c) the same act or omission in a series of related matters or transactions
   
   d) similar acts or omissions in a series of related matters or transactions
   
   e) one matter or transaction
   
   will be regarded as one claim. All such claims will be considered first made on the date upon which the earliest claim is first made.

5. **Queen’s Counsel**
   
   If you and us cannot agree a common course of action with regard to contesting any legal proceedings the dispute will be resolved by reference to a Queen’s Counsel or similar authority to be agreed upon by you and us whose decision will be binding on both parties.
   
   If you and us cannot agree on the appointment of a Queen’s Counsel one 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.
1. Arbitration
Any dispute between you and us arising out of or in connection with this policy 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.

2. Change in circumstances
You must notify us as soon as possible during the period of insurance if there is any change in circumstances or to the material facts previously disclosed by you to us or stated as material facts by us to you which increases the risk of accident, injury, loss, damage or liability.

Upon notification of any such change we will be entitled to vary the premium and terms for the rest of the period of insurance. If the changes make the risk unacceptable to us then we are under no obligation to agree to make them and may no longer be able to provide you with cover.

If you do not notify us of any such change we may exercise one or more of the options described in clauses c) i), ii) and iii) of General condition – 5. Fair presentation of the risk but only with effect from the date of the change in circumstances or material facts.

3. Contractual right of renewal (Tacit)
If you pay the premium using our direct debit instalment scheme we will have the right which we may choose not to exercise to renew this policy each year and continue to collect premiums using this method. We may vary the terms and conditions of this policy including the premium at renewal. If you decide that you do not wish to renew this policy provided you tell us or your broker or insurance intermediary must notify us prior to the next renewal date we will not renew it.

4. Difference in conditions
This policy is designed to provide the minimum insurance requirements of the Royal Institution of Chartered Surveyors in accordance with the approved policy wording which for the purposes of this clause will mean the Royal Institution of Chartered Surveyors’ approved minimum professional indemnity insurance wording for members in force at the commencement or renewal date of this policy.

5. Fair presentation of the risk
a) At inception and renewal of this policy and also whenever changes are made to it at your request you must:
   i) disclose to us all material facts in a clear and accessible manner; and
   ii) not misrepresent any material facts.

b) If you do not comply with clause a) of this condition and the non-disclosure or misrepresentation by you is proven by us to be deliberate or reckless we may:
   i) avoid this policy which means that we will treat it as if it had never existed and refuse all claims in which case we will not return the premium paid by you; and
   ii) recover from you any amount we have already paid for any claims including costs or expenses we have incurred.

c) If you do not comply with clause a) of this condition and the non-disclosure or misrepresentation is not deliberate or reckless we will have the option of charging an additional premium in light of the prejudice caused to us by such failure to comply with clause a).

6. Fraudulent claims
If you or anyone acting on your behalf:

a) makes a fraudulent or exaggerated claim under this policy; or
b) uses fraudulent means or devices including the submission of false or forged documents in support of a claim whether or not the claim is itself genuine; or

c) makes a false statement in support of a claim whether or not the claim is itself genuine; or


d) submits a claim under this policy for loss or damage which you or anyone acting on your behalf or in connivance with you deliberately caused; or

e) realises after submitting what you reasonably believed was a genuine claim under this policy and then fails to tell us that you have not suffered any loss or damage; or

f) suppresses information which you know would otherwise enable us to refuse to pay a claim under this policy

we will be entitled to refuse to pay the whole of the claim and recover any sums that we have already paid in respect of the claim.
We may also notify you that we will be treating this policy as having terminated with effect from the date of any of the acts or omissions set out in clauses a) to f) of this condition.

If we terminate this policy under this condition you will have no cover under this policy from the date of termination and not be entitled to any refund of premium.

If any fraud is perpetrated by or on behalf of an insured and not on behalf of you this condition should be read as if it applies only to that insured’s claim and references to this policy should be read as if they were references to the cover effected for that person alone and not to the policy as a whole.

7. Payment by instalments
   Where we refer in this policy to the payment of premiums this will include payment by monthly instalments. If you pay by this method this policy remains an annual contract. The date of payment and the amount of the instalment are governed by the terms of the credit agreement. If an instalment is not received by the due date then subject to the Consumer Credit Act 1974 if it applies the credit agreement and this policy will be cancelled immediately.

8. Sanctions
   Notwithstanding any other terms of this policy we will be deemed not to provide cover nor will we make any payment or provide any service or benefit to you or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of yours would violate any applicable trade or economic sanctions law or regulation.

9. Sole agent
   It is agreed that:
   a) if the insured comprises more than one party then you will act for yourself and be deemed to act as the sole agent for the insured. All parties comprising the insured are deemed to have consented and agreed that rights of action under this policy are not assignable except with our prior written consent
   b) you have the sole right to file notice or proof of loss or make a claim
   c) you have the sole right to bring legal proceedings arising under or in connection with this policy
   d) knowledge possessed or discovery made by any person, company or entity forming part of you or by any business partner, director, member, principal or officer, departmental head or other senior manager or the equivalent thereof will be deemed to constitute knowledge possessed or discovery made by all other persons, companies or other entities forming part of you.
Claims conditions

1. Claim notification

You will as soon as reasonably possible give written notice to us and in any event prior to the expiry of the period of insurance of:

a) the happening of a circumstance
b) any reasonable cause for suspicion of any criminal, dishonest, fraudulent or malicious act, error or omission
c) any occurrence that may require representation at a properly constituted hearing, tribunal or proceeding
d) becoming aware that a case directly affecting you is being reviewed by an ombudsman

Upon learning of any circumstance you will give notice to us in writing as soon as is reasonably possible and in any event not later than the last day of the period of insurance and supply full details including all material facts, dates and persons involved and the reasons for anticipating that it is by definition a circumstance.

On receiving verbal or written notice of any claim you must as soon as reasonably possible give notice to us and in any event within 10 working days after the expiry of the period of insurance provided that any claim relating to asbestos or pollution or contamination must be notified within the period of insurance.

You will supply at your own expense and as soon as reasonably possible full details of the claim in writing including any supporting evidence and information that we require and keep us up to date with any future information you receive or we may reasonably require.

2. Claim settlement

We will:

a) be entitled to take over and conduct the defence or settlement of any claim including the appointment of legal counsel; and
b) treat any circumstance notified during the period of insurance which subsequently gives rise to a claim after the period of insurance as a claim first made during the period of insurance.

3. Negotiation or settlement

You must not admit, deny, negotiate or settle any claim without our written consent.

4. Other insurance

If at the time of any circumstance or claim there is any other policy providing an indemnity in respect of such circumstance or claim we will be liable only for our proportionate share. If any other policy has a provision preventing it from contributing in like manner then our share of the claim will be limited to the amount in excess of that which would be payable under such other policy had this policy not been effected.

5. Prejudice

Where you have prejudiced the settlement of any claim the amount we will pay including defence costs will be reduced to such an amount as would have been payable in the absence of such prejudice.

6. Subrogation rights

We are entitled to:

a) take the benefit of your rights against another person prior to or after we have paid a claim
b) take over the defence or settlement of a claim against you by another person.
Our commitment to customer service

We are committed to providing a high level of customer service. If you feel we have not delivered this, we would welcome the opportunity to put things right for you.

Who to contact in the first instance

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction.

Contact details will be provided on correspondence that we or our representatives have sent you.

Many complaints can be resolved within a few days of receipt

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

Next steps if you are still unhappy

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:

Telephone: 08000 234567 (free on mobile phones and landlines)
Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.