



# **PROFESSIONAL INDEMNITY INSURANCE FOR PROPERTY PROFESSIONALS**

**Policy Summary**

# PROFESSIONAL INDEMNITY INSURANCE FOR PROPERTY PROFESSIONALS

## Policy Summary

This policy is an annually renewable Professional Indemnity insurance, underwritten by Royal & Sun Alliance plc. It is designed for surveyors, quantity surveyors, auctioneers, valuers, estate agents and other property professionals.

This policy provides protection to you in respect of civil liability for damages and claimant's costs and expenses incurred in connection with the conduct of your Professional Business. Cover applies to claims first made against you and notified to us during the Period of Insurance. Our Policy meets the requirements of the Royal Institution of Chartered Surveyors.

The information in the following tables gives a summary of the cover provided. For full terms and conditions of the cover please refer to the policy wording, a copy of which is available on request.

## Other Important Information

The Other Important Information section of this Policy Summary explains the following:

- Claims
- Law applicable to the Policy
- Financial or Trade Sanctions
- Complaints
- Compensation
- Renewal Procedure

## Table 1 Standard Features and Benefits

The following will automatically be included in your policy:

FEATURES AND BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS						
<b>PROFESSIONAL INDEMNITY INSURANCE (SURVEYORS, QUANTITY SURVEYORS, AUCTIONEERS, VALUERS AND ESTATE AGENTS)</b>							
<p><b>Standard Covers:</b></p> <ul style="list-style-type: none"> <li>• Meets the requirements of the Royal Institution of Chartered Surveyors.</li> <li>• "Claims made" wording, meaning that the policy covers claims first made against you and notified to us during the Period of Insurance.</li> <li>• Where you notify us during the Period of Insurance of circumstances that might reasonably be expected to produce a claim, we cover a subsequent claim arising from such circumstances as though it were made in the Period of Insurance.</li> <li>• Protection is given to the Insured named in the Schedule, past and present partners (or members of LLPs), directors, consultants, employees, self-employed persons and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.</li> <li>• Covers civil liability (including liability for claimant's costs and expenses) incurred in connection with the conduct of Professional Business, including: <ul style="list-style-type: none"> <li>- Breach of professional duty</li> <li>- Liability for dishonest acts</li> <li>- Libel &amp; slander</li> <li>- Liability for damage to documents</li> <li>- Infringement of intellectual property rights</li> <li>- Adjudication and arbitration awards</li> <li>- Liability assumed under the standard collateral warranty agreements of the British Property Federation, the Construction Industry Council and the Scottish Building Contract Committee</li> <li>- Other types of civil liability, such as contractual liability, unless specifically excluded.</li> </ul> </li> <li>• For claims relating to Pollution, cover operates on the basis of liability in negligence.</li> <li>• Cover extends to liability for services performed whilst holding individual appointments accepted in the course of your business.</li> <li>• Cover for ombudsman awards.</li> <li>• Defence Costs incurred with our written consent are payable in addition to the Limit of Indemnity.</li> <li>• Fidelity insurance covering: <ul style="list-style-type: none"> <li>- loss arising from a fraudulent act committed by an Employee first discovered and notified to us during the Period of Insurance</li> <li>- up to £25,000 for Investigation Expenses.</li> </ul> </li> <li>• Covers costs of replacing or restoring Documents lost or damaged in transit or in your custody up to a maximum of £1m during any Period of Insurance or the policy limit, if lower.</li> <li>• Compensation for attendance at court, mediations or other hearings in connection with a claim at the following daily rates: <table border="0" style="margin-left: 20px; width: 100%;"> <tr> <td>any principal, partner, member or director of the Insured</td> <td style="text-align: right;">£500</td> </tr> <tr> <td>any Employee</td> <td style="text-align: right;">£250</td> </tr> <tr> <td>any other relevant party</td> <td style="text-align: right;">£250</td> </tr> </table> </li> </ul>	any principal, partner, member or director of the Insured	£500	any Employee	£250	any other relevant party	£250	<ul style="list-style-type: none"> <li>• Claims which should be insured under other types of policies, for example Employers' Liability and Public/Products Liability, Directors' &amp; Officers' Liability, Employment Practices Liability and Motor Insurance.</li> <li>• Nuclear risks, war &amp; terrorism.</li> <li>• Adjudications where the adjudicator is not independent or the timetable is more onerous than in the Scheme for Construction Contracts and arbitration awards made outside the UK.</li> <li>• Asbestos Risks (however some restricted cover is given subject to a limit of £250,000 in the Period of Insurance).</li> <li>• Express guarantees/collateral warranties relating to fitness for purpose or the period of a project, or acceptance of express contractual penalties or liquidated damages, beyond your liability at common law (not applicable to the named standard warranty agreements).</li> <li>• Claims made by entities in which you have a controlling interest.</li> <li>• Dishonesty of a person after there is reasonable cause for suspicion or where the annual accounts have not been properly certified.</li> <li>• Regulated Activities under the Financial Services and Markets Act 2000 other than mortgage mediation and general insurance mediation (however this Exclusion may be modified where the Insured is an Appointed Representative for investment business).</li> <li>• Fines, penalties and punitive damages.</li> <li>• Claims arising from market fluctuations (but not applicable to surveys or valuations of tangible property).</li> <li>• Claims brought in North America.</li> <li>• Previous claims or circumstances.</li> <li>• Environmental Audits.</li> <li>• Surveys or valuations undertaken by non-qualified or inexperienced persons.</li> <li>• Business risks, such as your insolvency or trading losses.</li> <li>• Damage to Documents caused by computer viruses or hacking (procedures must be in place for the security and daily back-up of electronic Documents).</li> <li>• Any claim or loss where the cause occurred prior to any Retroactive Date (only applicable where a Retroactive Date is specified).</li> </ul>
any principal, partner, member or director of the Insured	£500						
any Employee	£250						
any other relevant party	£250						

## Table 1 Standard Features and Benefits (continued)

The following will automatically be included in your policy:

FEATURES AND BENEFITS	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
<b>PROFESSIONAL INDEMNITY INSURANCE (SURVEYORS, QUANTITY SURVEYORS, AUCTIONEERS, VALUERS AND ESTATE AGENTS)</b>	
<ul style="list-style-type: none"> <li>80% of costs incurred for legal representation at hearings, tribunals or proceedings into occurrences which may give rise to a claim under the policy, up to a maximum of £250,000 during the Period of Insurance.</li> <li>80% of costs incurred for defence of prosecutions under legislation relating to Estate Agents, Health &amp; Safety, Corporate Manslaughter, Construction, Bribery and Data Protection, where there may be a related civil liability claim, up to a maximum of £250,000 during the Period of Insurance.</li> <li>Special benefit clause waiving our rights to avoid the policy due to a breach of the Insured's duty of fair presentation at renewal.</li> <li>Access to our helplines offering advice on legal matters, health &amp; safety issues, tax and VAT concerns and also providing stress counselling.</li> </ul>	

## Table 2 Conditions

The following apply to the policy as a whole. For full details of these and other terms and limits please read your Policy Wording/Schedule.

CONDITIONS
<ul style="list-style-type: none"> <li>The Insurer's acceptance of this risk is based on the information presented to the Insurer being a fair presentation of the Insured's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured to seek insurance.</li> <li>Special Institution clause for members of the Royal Institution of Chartered Surveyors.</li> <li>Fidelity cover is subject to your compliance with minimum standards of control. Failure to comply with this Condition will result in the claim being rejected.</li> <li>Claims or losses must be notified to us in writing as soon as possible and not later than ten days after expiry of the Period of Insurance.</li> <li>Circumstances which might reasonably be expected to produce a claim must be notified to us in writing as soon as possible and prior to expiry of the Period of Insurance.</li> <li>Adjudications must be notified within two working days. Failure to comply with this Condition will result in the claim being rejected.</li> <li>You must notify us within ten working days if you become aware that an ombudsman is reviewing a case connected with your Professional Business. Failure to comply with this Condition will result in the claim being rejected.</li> <li>Where you choose to pay your premium by instalments we reserve the right to terminate the Policy if there is a default in payments.</li> <li>Prior to expiry of the Period of Insurance we may request that you complete a renewal declaration form to enable us to calculate the renewal premium. Failure to submit a satisfactory form (when requested) prior to expiry will cause the policy to be lapsed.</li> </ul>
INSURED'S CONTRIBUTION AND LIMITS
<ul style="list-style-type: none"> <li>For Civil Liability and Ombudsman Awards the Limit of Indemnity is specified in the Schedule and applies on an "any one claim" basis without aggregate limitation in the Period of Insurance. Defence Costs are payable in addition.</li> <li>For claims arising from Pollution the Limit of Indemnity applies in the aggregate to all claims notified during the Period of Insurance including Defence Costs, except for negligent structural design or specification or failure to report a structural defect, where the Limit applies in respect of any one claim in respect of costs of rectification.</li> <li>For Fidelity insurance the Limit of Indemnity is £250,000 and applies in the aggregate during the Period of Insurance.</li> <li>Your policy will be subject to an Insured's Contribution, which is the amount you must contribute towards settlement of a claim. This will be shown in your Policy Schedule. No contribution is payable for Defence Costs or Damage to Documents. You will not be held responsible for a contribution in excess of any maximum amount permitted by the rules of the National Approved Letting Scheme, the requirements of any Ombudsman scheme or the PII regulations of the RICS.</li> </ul>

## OTHER IMPORTANT INFORMATION

### Claims

Should you wish to make a claim under your policy please call our claims helpline on 01403 232 308 as soon as possible. You must give us any information or help that we may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy wording.

### Law applicable to the policy

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you are based. Full details will be provided in your policy wording.

### Financial or Trade Sanctions

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy wording.

### Complaints

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint you should initially contact the person who arranged the policy for you or the manager of RSA at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are:

RSA  
Customer Relations Team  
P O Box 255  
Wymondham  
NR18 8DP

If they cannot resolve the matter to your satisfaction, they will provide you with our final response so that you can, if you wish, refer the matter to the Financial Ombudsman Service. This does not affect your right to take legal action. They can be contacted at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

### Compensation

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

### Renewal Procedure

Prior to expiry of the Period of Insurance each year we may request that you complete a renewal declaration form.

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

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

