

## Professional indemnity for chartered surveyors

### Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. Cover under this section is given on an each and every claim or loss basis unless otherwise specified.

This **policy** is intended to give **you** cover in accordance with the requirements of the Royal Institution of Chartered Surveyors' approved minimum policy wording. Please refer to the Royal Institution of Chartered Surveyors difference in conditions clause at the end of this section.

**Please pay special attention to the notification for adjudication section in the grey box at the end of this section.**

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### Special definitions for this section

<b>Advertising or branding</b>	Advertising, branding, including <b>your</b> company name, trading name and any web domain name, publicity or promotion in or of those of <b>your</b> products or services that expressly fall within <b>your business activity</b> .
<b>Applicable courts</b>	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
<b>Business activity</b>	Advice given and services performed in the course of <b>your</b> business arising from the activities stated in the schedule.
<b>Client</b>	Any person or entity with whom <b>you</b> have engaged or contracted to provide services or deliverables that expressly fall within <b>your business activity</b> .
<b>Computer or digital technology</b>	Any <b>programs</b> , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
<b>Computer or digital technology error</b>	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none"> <li>1. creation, handling, entry, modification or maintenance of; or</li> <li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of;</li> </ol> any <b>computer or digital technology</b> .
<b>Cyber attack</b>	Any digital attack or interference, whether by a <b>hacker</b> or otherwise, designed to: <ol style="list-style-type: none"> <li>1. gain access to;</li> <li>2. extract information from;</li> <li>3. disrupt access to or the operation of; or</li> <li>4. cause damage to:</li> </ol> any data or <b>computer or digital technology</b> , including but not limited to any: <ol style="list-style-type: none"> <li>a. <b>programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or</li> <li>b. denial of service attack or distributed denial of service attack.</li> </ol>
<b>Defence costs</b>	Costs incurred with <b>our</b> prior written agreement to investigate, settle or defend a claim against <b>you</b> .
<b>Environmental audit</b>	An investigation which is specifically intended to assess whether there is actual <b>pollution</b> present in the environment.
<b>Hacker</b>	Anyone, including an employee of <b>yours</b> , who gains unauthorised access to or unauthorised use of any:

1. **computer or digital technology**; or
2. data held electronically by **you** or on **your** behalf.

## Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

## Pollution

Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.

## Retroactive date

The date stated as the retroactive date in the schedule.

## Social engineering communication

Any request directed to **you** or someone on **your** behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

## You/your

Also includes:

1. any person who was, is or during the **period of insurance** becomes **your** partner or director or senior manager in actual control of **your** operations;
2. past or present consultants named in the proposal and stated in the schedule acting for **you** or on **your** behalf in the conduct of **your business activity**; and
3. any employee of **yours** including any sub-contractor or outsourcer acting for **you** or on **your** behalf in the conduct of **your business activity**.

## What is covered

A.

## Claims against you including matters referred to an Ombudsman

If during the **period of insurance**, and as a result of **your business activity** for a **client** on or after the **retroactive date** within the **geographical limits** for **clients**, any party:

1. brings a claim, including any injunctive proceedings, against **you** for:
  - a. any civil liability, including any civil liability for which **you** are responsible arising from the **business activity** of any business **you** acquired before the **period of insurance**;
  - b. any matter referred to an Ombudsman, including the Ombudsman for Estate Agents; or
2. refers a dispute arising directly from **your** breach of a duty of care to arbitration, including the Surveyors and Valuers Arbitration Scheme 1998, or to adjudication under the Housing Grants Construction and Regeneration Act 1996 or any similar or successor legislation;

unless excluded under **What is not covered** below, **we** will indemnify **you** against the sums **you** have to pay as compensation, including any liability for claimants' legal costs and expenses.

## Defence costs

**We** will also pay **defence costs**. **We** will not pay costs for any part of a claim not covered by this section or for any claim referred to an Ombudsman.

## Avoiding a potential claim against you

If:

- a. **your client** has reasonable grounds for being dissatisfied with the work **you** have done or which has been done on **your** behalf and refuses to pay for any or all of it, including amounts **you** legally owe to sub-contractors or outsourcers at the date of the refusal;
- b. **your client** threatens to bring a claim against **you** for more than the amount owed and **we** are satisfied that the threatened claim has reasonable prospects of success; and
- c. **we** believe that it may be possible to settle the dispute with the **client** by **your** agreeing not to press for the disputed amount;

**we** may, in **our** discretion, pay **you** the amount owed to **you** over and above the **excess**. If **we** do, **you** must agree not to press **your client** for the disputed amount.

Alternatively, if it is not possible to reach agreement with the **client** on this basis but **we** still believe that by not pressing for the disputed amount **you** will avoid a legitimate claim or counterclaim for a greater amount, **we** may pay the amount owed to **you** at that time, over and above the **excess**.

If a claim is still brought, **we** will deal with it but **our** total payment, including what **we** have

already paid **you** or on **your** behalf, will not exceed the applicable limit of indemnity stated in the schedule. **You** must return the amount **we** have paid if **you** eventually recover the debt, less **your** reasonable expenses.

Once **we** agree to make any payment above, **you** will assign to **us** such rights as **you** have in relation to the amounts owed to **you**.

**We** will not make any payment for any money owed to **you** if the claim or threatened claim, or part of the claim or threatened claim, is not covered by this section.

## Advertising claims

B.

If during the **period of insurance**, and as a result of **your advertising or branding** on or after the **retroactive date** within the **geographical limits**, any party brings a claim, including any injunctive proceedings, against **you** for:

1. infringement of copyright or moral rights; or
2. defamation;

unless excluded under **What is not covered** below, **we** will indemnify **you** against the sums **you** have to pay as compensation, including any liability for claimants' legal costs and expenses.

**We** will also pay **defence costs** but **we** will not pay costs for any part of a claim not covered by this section.

## Your own losses

### Loss of documents

If during the **period of insurance** any tangible document of **yours** which is necessary for the performance of **your business activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount stated in the schedule.

### Hearing, tribunal or proceedings costs

**We** will pay 80% of the reasonable cost of representing **you** at properly constituted hearings, tribunals or proceedings first instituted in respect of any occurrence first discovered during the **period of insurance** arising out of **your business activity** which may lead to indemnity under this section.

### Breach of statutory obligations

If proceedings are brought against **you** during the **period of insurance** under the:

1. Consumer Protection from Unfair Trading Regulations 2008;
2. Business Protection from Misleading Marketing Regulations 2008;
3. Estate Agents Act 1979;
4. Health and Safety at Work etc. Act 1974;
5. Health and Safety at Work (Northern Ireland) Order 1978;
6. Construction (Design and Management) Regulations 2015;
7. Corporate Manslaughter and Homicide Act 2007; or
8. Bribery Act 2010

or any similar or successor legislation or regulations, **we** will pay the reasonable costs incurred with **our** prior written agreement to defend **you** if, in **our** opinion, a successful defence may avoid a claim being made against **you** based on the same facts.

## Additional cover

### Court attendance compensation

If any person within the definition of **you**, any employee of **yours** or any other relevant party (other than expert witnesses), has to attend court as a witness in connection with a claim against **you** covered under this section, **we** will pay **you** the amount stated in the schedule as compensation for each day or part of a day that their attendance is required by **us**. The most **we** will pay for the total of all court attendances is the amount stated in the schedule.

## What is not covered

- A. **We** will not make any payment for any claim or part of a claim or loss directly or indirectly due to:

Survey and valuation	1. any survey, inspection or valuation of real or leasehold property not carried out by a fellow or associate of the Royal Institution of Chartered Surveyors, the Incorporated Society of Valuers and Auctioneers, the Faculty of Architects and Surveyors, the Royal Institute of British Architects, the Royal Incorporation of Architects in Scotland, or by any person with more than five years' experience, or by any other person <b>you</b> nominate to do the work as part of their training under the supervision of someone who is a fellow or associate of one of the above professional associations.
Pollution	2. <b>pollution</b> , unless <b>your</b> liability arises from a negligent act, error or omission in the performance of <b>your business activity</b> . However, <b>we</b> will not in any event make any payment for: <ul style="list-style-type: none"> <li>a. any claim or loss directly or indirectly due to any <b>environmental audit</b>;</li> <li>b. any such claim first brought outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man. This applies to proceedings within these jurisdictions to enforce, or which are based on, a judgment or award from outside these jurisdictions; or</li> <li>c. any such claim that would not be covered by the applicable RICS minimum policy wording.</li> </ul>
Discrimination and harassment	3. any discrimination, harassment or unfair treatment.
Injury	4. the death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> .
Land, animals and vehicles	5. the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle.
Cyber incident	6. or contributed to by, resulting from or in connection with any: <ul style="list-style-type: none"> <li>a. <b>cyber attack</b>;</li> <li>b. <b>hacker</b>;</li> <li>c. <b>social engineering communication</b>;</li> <li>d. any fear or threat of 6.a. to 6.c. above; or</li> <li>e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 6.a. to 6.d. above.</li> </ul>
Computer or digital technology error	7. or contributed to by, resulting from or in connection with any <b>Computer or digital technology error</b> .
Property damage	8. the loss, damage or destruction of any tangible property unless arising directly from <b>your</b> breach of a duty of care in the performance of a <b>business activity</b> . This clause does not apply to <b>your</b> own loss under the Loss of documents cover in <b>What is covered</b> .
Negotiable instruments	9. the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
Directors and officers' liability	10. any personal liability incurred by a director or officer of <b>yours</b> when acting in that capacity or as a trustee or while managing <b>your business</b> , other than when performing a <b>business activity</b> for a <b>client</b> .
Product liability	11. any supply, manufacture, sale, installation or maintenance of any product.
Deliberate, reckless or dishonest acts	12. any act, breach, omission or infringement <b>you</b> deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to: <ul style="list-style-type: none"> <li>a. any claim arising from dishonesty;</li> <li>b. <b>your</b> own loss under the dishonesty cover in <b>What is covered</b>.</li> </ul> <p><b>We</b> will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty and <b>we</b> will not make any payment for claims or losses arising from the dishonesty of any person after <b>you</b> have discovered any dishonesty by that person or have reasonable cause for suspicion of dishonesty.</p>

Pre-existing problems	13. anything, including any actual or alleged shortcoming in <b>your</b> work, likely to lead to a claim against <b>you</b> or <b>your</b> own loss, which <b>you</b> knew or ought reasonably to have known about before <b>we</b> agreed to insure <b>you</b> , and which does not fall within the terms of the special institution conditions.
Date recognition	14. <b>date recognition.</b>
War, terrorism and nuclear	15. or contributed to by, resulting from or in connection with any: <ul style="list-style-type: none"> <li>a. <b>terrorism;</b></li> <li>b. <b>war;</b></li> <li>c. <b>nuclear risks;</b></li> <li>d. fear or threat of 15.a. to 15.c. above; or</li> <li>e. any action taken in controlling preventing, suppressing, responding or in any way relating to 15.a. to 15.d. above.</li> </ul> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of clause 14.a. above, it will be for <b>you</b> to show that the clause does not apply.</p>
Asbestos	16. <b>asbestos risks.</b> However, this exclusion does not apply to any claim directly due to any negligent valuation, assessment or survey of any property carried out in the performance of <b>your business activity</b> , provided that <b>we</b> will not in any event make any payment for any such claim: <ul style="list-style-type: none"> <li>a. directly or indirectly due to the death or any bodily or mental injury, illness or disease or the fear thereof suffered by anyone;</li> <li>b. arising from any valuation, assessment or survey performed outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man;</li> <li>c. first brought outside the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man. This applies to proceedings within these jurisdictions to enforce, or which are based on, a judgment or award outside these jurisdictions; or</li> <li>d. that would not be covered by the applicable RICS minimum policy wording.</li> </ul>
Collateral warranties	17. <b>your</b> agreement to take on any legal liability under any express agreement, warranty, indemnity, waiver or guarantee, unless: <ul style="list-style-type: none"> <li>a. <b>you</b> would be liable even if <b>you</b> had not given any such agreement, warranty, indemnity, waiver or guarantee; or</li> <li>b. the liability arises from a collateral warranty or duty of care agreement, in which case <b>we</b> will not indemnify <b>you</b> for any liability arising from: <ul style="list-style-type: none"> <li>i. any fitness for purpose guarantee;</li> <li>ii. any greater or longer lasting benefit than that given to the party with whom <b>you</b> originally contracted;</li> <li>iii. any express guarantee, contractual penalty or liquidated damages;</li> <li>iv. any assignment of the warranty or agreement to any purchaser or tenant after the first two assignments;</li> <li>v. <b>your</b> agreement to exercise a standard of care greater than would normally be expected in <b>your</b> profession.</li> </ul> </li> </ul>
Employees	18. anyone's employment with or work for <b>you</b> , or any breach of an obligation owed by <b>you</b> as an employer.
Overcharging of fees	19. overcharging of fees or commission by <b>you</b> .
Environmental audit	20. any <b>environmental audit</b> .
Undeclared partners previous business	21. any work carried out by any partner of <b>yours</b> while they were a partner of another firm, which has not been declared to and expressly accepted by <b>us</b> .
Disputes referred to arbitration	22. any dispute referred to arbitration under the Surveyors and Valuers Arbitration Scheme 1998 unless the law applied by the arbitrator is that of England and Wales, Scotland or

Northern Ireland.

Monetary transactions	23. any monetary transaction with a value greater than £1,000, unless <b>you</b> required and obtained the signatures of at least two properly authorised officers or partners of <b>yours</b> as authorisation for such transaction.
Related business in North America	24. any claims arising from the business of a parent, subsidiary, associated company or related partnership of <b>yours</b> whose principal place of business is in the United States of America or Canada. 25. any <b>business activity you</b> perform in the United States of America or Canada. B. <b>We</b> will not make any payment for:
Claims brought by a related party	1. any claim brought by an insured within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b> , including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b> .
Restricted recovery rights	2. that part of any claim where <b>your</b> right of recovery is restricted by any contract.
Lost profit and VAT	3. <b>your</b> lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4. any trading loss or trading liability including those arising from the loss of any <b>client</b> , account or business.
Non-compensatory payments	5. fines and contractual penalties, liquidated, aggravated, punitive or exemplary damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section or damages of a similar nature imposed by the law of any country other than England and Wales.
Claims outside the applicable courts	6. any claim, including arbitration, brought outside the <b>applicable courts</b> . This applies to proceedings in the <b>applicable courts</b> to enforce, or which are based on, a judgment or award from outside the <b>applicable courts</b> .
Adjudication costs	7. a claim referred to adjudication under the Housing Grants Construction and Regeneration Act 1996 or similar or successor legislation if: a. <b>your</b> contract with <b>your client</b> does not provide that the adjudicator is independent of the parties to the dispute; b. <b>you</b> accept a binding determination of the adjudicator without <b>our</b> prior written agreement; c. <b>you</b> serve a notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to contract without <b>our</b> prior written agreement; or d. <b>your</b> contract contains timetable provisions for adjudication which are more onerous to <b>you</b> than those contained in the Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996.
Personal data claims	8. any claim or loss relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to <b>personal data</b> .

However, this does not apply to any covered claim or part of a covered claim made against **you** by a **client** which arises directly from **your** performance of a **business activity** for that **client** and which is not otherwise excluded by **What is not covered, A. 6. Cyber incidents** above. The most we will pay in relation to any such covered claim(s) is the special limit stated in the schedule for personal data claims.

## How much we will pay

**We** will pay up to the limit of indemnity for this section stated in the schedule unless limited below or otherwise in the schedule. **We** will also pay for **defence costs**. However, if a payment greater than the applicable limit of indemnity has to be made for a claim **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid. **You** must pay the relevant **excess** stated in the schedule.

As part of each loss **we** will pay up to the amount stated in the schedule for accountants' fees



**you** incur in investigating **your** loss.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim. This includes all claims which arise from a single appointment **you** have with a **client** or where more than one insured or claimant is involved. The dishonesty of any one person or persons acting in concert shall be treated as one claim. This includes such claims and losses arising after, as well as during, the **period of insurance**.

## Special limits

Personal data claims	<p>1. The most <b>we</b> will pay for the total of all claims or parts of claims against <b>you</b> by a <b>client</b> including <b>defence costs</b>, which arise directly from <b>your</b> performance of a <b>business activity</b> for that <b>client</b> relating to <b>personal data</b> is the relevant amount stated in the schedule, which is included within, and not in addition to, the overall limit of indemnity for this section.</p> <p><b>You</b> must pay the relevant <b>excess</b> stated in the schedule.</p>
Hearing, tribunal or proceedings costs	<p>2. The most <b>we</b> will pay in total under <b>What is covered</b>, Hearing, tribunal or proceedings costs is the amount stated in the schedule. <b>You</b> must pay the relevant <b>excess</b> stated in the schedule.</p>
Ombudsman's awards	<p>3. <b>We</b> will pay up to the amount stated in the schedule for each Ombudsman's award provided that the Ombudsman has operated within any terms of reference or rules applicable to their appointment. <b>You</b> must pay the relevant <b>excess</b> stated in the schedule.</p>
Asbestos	<p>4. For claims arising directly or indirectly from asbestos, the most <b>we</b> will pay is the amount stated in the schedule for the total of all such claims, including <b>defence costs</b>. <b>You</b> must pay the <b>excess</b> stated in the schedule in respect of each such claim, including <b>defence costs</b>.</p>
Pollution	<p>5. For claims arising directly or indirectly from <b>pollution</b>, the most <b>we</b> will pay in total is a single limit of indemnity, which is an aggregate limit, for the total of all such claims and their <b>defence costs</b>. <b>You</b> must pay the <b>excess</b> stated in the schedule in respect of each such claim, including <b>defence costs</b>.</p>
Paying out the limit of indemnity	<p>At any stage of a claim <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay <b>defence costs</b> already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for that claim or its <b>defence costs</b>.</p>

## Your obligations

If a problem arises	<p>1. <b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> of the following promptly and within the <b>period of insurance</b>, or at the latest within 14 days after it expires for any problem <b>you</b> first become aware of in the seven days before expiry:</p> <ul style="list-style-type: none"> <li>a. <b>your</b> first awareness of anything, including any actual or alleged shortcoming in <b>your</b> work, which is likely to lead to a claim against <b>you</b>. This includes any criticism of <b>your</b> work even though regarded by <b>you</b> as unjustifiable.</li> <li>If <b>we</b> accept <b>your</b> notification <b>we</b> will regard any subsequent claim as notified to this insurance;</li> <li>b. any claim or threatened claim against <b>you</b>, or any referral to arbitration or any complaint to an Ombudsman;</li> <li>c. <b>your</b> first awareness of any actual or threatened hearing or tribunal;</li> <li>d. <b>your</b> first awareness of any actual or threatened proceedings against <b>you</b> for breach of a statutory obligation;</li> <li>e. <b>your</b> discovery, or the existence of reasonable grounds for <b>your</b> suspicion, that any partner, director, employee, sub-contractor or outsourcer has acted dishonestly.</li> <li>f. <b>your</b> discovery that any document, information or data of <b>yours</b> has been lost, damaged or destroyed.</li> </ul> <p>2. When dealing with <b>your client</b> or a third-party, <b>you</b> must not admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior</p>
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written agreement. If **you** do, **we** may reduce any payment **we** make under this **policy** by an amount equal to the detriment **we** have suffered as a result.

## Dishonesty

1. **We** will not make any payment for claims or losses arising from dishonesty unless on discovery of any loss, **you** immediately take all reasonable steps to prevent further loss.
2. **You** must give **us** all the assistance which **we** may reasonably require to make a recovery from the perpetrator or from their personal representatives. If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment that **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this section.
3. **You** must have **your** annual accounts prepared and/or certified by an independent and properly qualified accountant or auditor. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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## Control of defence

**We** have the right, but not the obligation to take control of and conduct in **your** name, the investigation, settlement or defence of any or any part of a claim.

**You** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any claim. **You** should not do anything which may prejudice **our** position.

## Appointment of legal representation

**We** have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of **our** choosing to deal with the claim.

## Partially covered claims

**We** will not pay any part of a claim and its associated costs which is not covered by this section. If a claim is made which is not wholly covered by this section or is brought against **you** and any other party who is not covered under this section, then at the outset of the claim, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

## Advancement of defence costs

**We** will pay **defence costs** covered by this section on an ongoing basis prior to the final resolution of any claim. However, **we** will not pay any **defence costs** in connection with any claim or part of a claim which is not covered under this section. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

## Payment of full limit of indemnity

**We** have no further duty to indemnify **you** against any claim where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity.

## Disputes

For the purposes of **control of defence** in this section of the **policy**, **General condition 14**, Arbitration, within the **General terms and conditions** is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a claim or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single Queen's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such Queen's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**

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## Special condition

### Mergers or change in partnership

**You** must tell **us** promptly if **you** take over or merge with another business or partnership or if any new partner joins **your** firm.

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## Special institution conditions

General condition 2 allows **us** to avoid this **policy** if **you** fail to comply with **your** duty to provide a fair presentation of the risk and **we** establish that **we** would not have entered into the **policy** if **you** had provided a fair presentation. However, **we** will only do this if **you** admit, or it is established by way of a final adjudication in arbitration proceedings between **you** and **us**, that **you** failed to provide a fair presentation with the intention of misleading or deceiving **us**. **We** will continue to provide cover under the terms of this **policy** until the date of such



admission or final adjudication.

Where the material matter is a claim or shortcoming in **your** work or a loss which should have been notified under an earlier insurance, and where **we** are not entitled to avoid the **policy** in accordance with the paragraph above, **we** will cover **you** on the basis of either this insurance or that in force when the matter should have been notified, whichever gives the more restrictive cover.

If **you** have breached any of **your** obligations to **us** and as a result **you** have prejudiced the handling, settlement or investigation of any claim or loss, **we** will only pay as much as **we** would have paid under this insurance had the prejudice not taken place.

If there is any dispute regarding the application of these special institution conditions, it will be referred to the President of the Royal Institution of Chartered Surveyors (or the President's nominee) whose decision will be final.

These special institution conditions will not apply, and **we** will not be liable to make any payment under this section, if someone has taken legal control of **your business** or affairs on **your** death, incapacity, insolvency or financial difficulty and has breached any of **your** obligations under this insurance and the breach is either intentional or shows a deliberate or reckless disregard for **our** interests. The special institution conditions will also not apply to any claim which is referred to an Ombudsman or adjudication.

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## Royal Institution of Chartered Surveyors difference in conditions

This **policy** is designed to provide **you** with no less cover than the minimum insurance requirements of the Royal Institution of Chartered Surveyors as per the approved minimum wording.

The cover provided to **you** by this **policy** shall be no less favourable and provide no less protection to **you** than the approved minimum wording. This means that if **you** would get less favourable cover under this **policy** than **you** would under the approved minimum wording, **we** will cover **you** on the same terms as the minimum wording. This would apply if, for example, an exclusion in this **policy** is wider than an equivalent exclusion in the approved minimum wording. If that happens, **we** will apply the more favourable exclusion in the minimum wording.

If **you** consider that the terms of this **policy** are less favourable to you than the approved minimum wording and **we** do not agree, the disagreement can be referred by either party for arbitration in accordance with English law and procedure to any person nominated by the President for the time being of the Royal Institution of Chartered Surveyors, whose decision shall be binding on both parties. For the purposes of such disagreements, this condition applies in place of the arbitration condition in the General terms and conditions.

### Notification for adjudication

In view of the strict timetable relating to an adjudication **you** must notify **us** by email within two working days of **your** receipt of any notice of an intention to adjudicate, or of **your** intention to serve such a notice which may lead to a claim against **you** being dealt with by adjudication.

**You** should make this notification directly to **us**, and not through **your** insurance adviser, if **you** have one, at [hicliability.claims@hiscox.com](mailto:hicliability.claims@hiscox.com).

**We** will not indemnify **you** under this insurance unless **you** comply with the above.