

Professional indemnity insurance for chartered surveyors

Policy summary

Policy wording ref: WD-PIP-UK-RIC-POLAS(3) 15584 02/21

The cover provided under this section shall be no less favourable and provide no less protection to you than the approved RICS minimum wording. This means that if you would get less favourable cover under this section than you would under the approved minimum wording, we will cover you on the same terms as the minimum wording.

Key benefits: what risks are you protected against?

Professional indemnity insurance covers you for compensation you have to pay to your clients or any other third parties as a result of problems with your work. We will pay for claims which are made against you during the period of insurance, up to the limit shown in the policy schedule. We will also pay your legal defence costs incurred with our agreement for covered claims, not including claims referred to an ombudsman.

We will pay compensation in relation to:

- claims against you for any civil liability for which you are responsible arising from your business activities;
- claims against you for any matter referred to an ombudsman, including the Ombudsman for Estate Agents;
- arbitration disputes arising directly from your breach of a duty of care, including the Surveyors and Valuers Arbitration Scheme 1998 and adjudication under the Housing Grants Construction and Regeneration Act 1996.

We will also pay your direct losses suffered as a result of:

- any tangible documents needed for your business which are lost, damaged or destroyed;
- breach of statutory obligations: costs to defend proceedings brought against you under health and safety legislation if we believe this is likely to prevent a future claim against you based on the same facts.

Your policy may also reimburse you for fees that your client refuses to pay if we believe this is likely to prevent a future claim against you for a greater amount.

Significant or unusual exclusions and limitations

We will not make any payment for your lost profit or any trading loss suffered by you. We will not pay for claims or losses arising from:

- any survey, inspection or valuation of real or leasehold property not carried out by a suitably qualified and experienced person;
- pollution or contamination, unless arising from any environmental audit, a negligent act, error or omission by you and the claim is brought within the UK;
- any bodily or mental injury or death, unless arising from your breach of a duty of care;
- the ownership, use or possession of any land, building, animal or vehicle;
- your supply, manufacture, sale, installation or maintenance of any product;
- anything which was likely to lead to a claim and which you knew about before the policy started;
- death or injury caused by asbestos or any other asbestos claims brought outside the UK unless the claim is due to your negligent valuation, assessment or survey of any property;
- any contractual terms which make you responsible for losses you would not be responsible for if the contractual terms did not exist, other than certain collateral warranties;
- any breach of your obligations as an employer;
- any environmental audit;
- any activities you perform in the United States of America or Canada;
- terrorism, war or nuclear risks; including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to such an incident;
- a cyber attack, hacker or social engineering communication; including any fear or threat of a cyber attack, hacker or social engineering communication, or any action taken in controlling, preventing or responding to a such an attack;
- any negligent act, error or omission in the operation or maintenance of computer or digital technology such as development, installation, patching or upgrading;
- the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers;
- the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity and which is not otherwise excluded. Subject to the limit shown in the schedule.

Please read the policy for details of its terms in full.

