



redefining / standards

This is an example policy wording.

It is a collection of all the professional indemnity insurance documents that may be provided to you, and displays all cover options, features and benefits available.

When you have bought AXA Professional Indemnity Insurance, your own policy documents will be tailored to include only the cover you have selected and will be saved in your secure AXA Account.

All policy documents must be read in conjunction with one another.

AXA Insurance

Business Insurance



Essential information

redefining / standards



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Welcome to AXA

Thank you for choosing AXA

Your policy will be split into more than one document and these will reflect the specific sections and covers **you** have purchased. They will be shown in **your policy** schedule. Where a section or cover does not apply, **your policy** schedule will state that it is 'not covered'. Please carefully read all **your policy** documents together, as they form **your policy** wording and contain the full details of **your** cover.

Please keep any documents **we** have provided in a safe place. If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact **us**.

Your policy

This **policy** is a contract of insurance between **you** and **us**.

The information or any declaration which **you** or anyone on **your** behalf has provided to **us** in applying for the insurance together with **your policy**, forms the basis of the contract.

The **policy** describes the insurance cover for which **we** have accepted **your** premium.

This insurance is renewable provided that **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Throughout this **policy**, **we** use definitions and headings. Definitions are used to explain what **we** mean when **we** use that word or those words. Details of the definitions that apply throughout **your policy** can be found on page 5. There will also be definitions that are specific to covers that **you** have purchased and these will be detailed in each section of **your policy**. Headings have been used for **your** guidance and do not form part of the **policy** wording.

To help **you** understand the cover within each section of **your policy** **we** have added 'What is covered' and 'What is not covered'.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the **policy** conditions and the section conditions at all times.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read 'Making a complaint' at the end of the Essential information document.

Meaning of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold blue print and will have the same meaning wherever it is used. There may be additional defined meanings in each section of cover.

Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

Excess

The first amount of any claim or claims as detailed in **your policy** schedule for which **you** are responsible.

Period of insurance

The period from the start date to the end date, shown in **your policy** schedule.

Policy

The essential information, cover sections, optional covers, schedule and any endorsements attached or issued.

Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government, or putting any section of the public in fear by threat, force or violence or other means.

We / us / our

AXA Insurance UK plc.

You / your / yourself

- 1 For professional indemnity:
 - a The person, firm, company or organisation shown in the **policy** schedule as the insured.
 - b Any person, firm, company or organisation shown in the **policy** schedule as an additional insured.
 - c Any predecessor in business to any firm, company or organisation that is shown in the **policy** schedule.
 - d Any person who is or has been or who becomes a director, partner, member, principal, employee or self-employed person, but only for work undertaken for or on behalf of any person or organisation referred to in a, b, or c above.

Meaning of defined terms continued

- e Any consultant or former consultant appointed by the person, firm, company or organisation shown in the **policy** schedule as the insured, but only for work undertaken for or on behalf of any person or body referred to in a, b, c or d above.
- f Any retired partner, retired director or retired member of the firm, company or organisation shown in the **policy** schedule as the insured who remains as a consultant to any person, firm, company or organisation shown in the **policy** schedule as the insured
- g The estate, heirs, executors, legal or personal representatives of any person referred to in a, b, c, d, e or f above in the event of their death or incapacity.
- 2 For insurance other than professional indemnity, the person(s), firm, company or organisation shown in the **policy** schedule as the insured.

Policy conditions

These are the conditions of the cover and apply throughout **your policy**. There are additional conditions under each section of cover and within some of the optional professional indemnity covers. If **you** do not comply with these conditions **you** may lose all right to cover under **your policy** or to receive payment for a claim.

If **you** are unsure about any of these conditions, or whether **you** need to notify **us** about any matter, please contact **us**.

Cancellation condition

- 1 **You** may cancel this **policy** from the original start date within 14 days of receiving **your policy** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements. If **you** cancel this way, provided no claim has been notified, paid or is outstanding, **we** will return the premium paid minus an administration fee of £15. Where a claim has been notified, paid or is outstanding the annual premium remains due in full.
- 2 **You** may cancel this **policy** at any time if the Business described in the schedule is sold by **you** or **you** cease trading. If **you** cancel this way, provided no claim has been notified, paid or is outstanding in the current **period of insurance**, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation minus an administration fee of £30. Where a claim has been notified, paid or is outstanding the annual premium remains due in full.

- 3 **We** can cancel the **policy** by giving **you** 30 days written notice if
 - a there is a material change in **your** business
 - b the information that forms the basis of this contract changes
 - c following a survey at any of **your** premises or sites and **you** were required to make risk improvements and **you** have not completed these within a reasonable period of time, advised by **us**.

Where the **policy** is cancelled in accordance with the above provision, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided no claim has been notified, paid or is outstanding in the current **period of insurance**. Where a claim has been notified, paid or is outstanding the annual premium remains due in full.

- 4 **We** can cancel the **policy** immediately, if the premium has not been paid. If a claim has been notified, paid or is outstanding in the current **period of insurance** the annual premium remains due in full.

Cancellation of this **policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

We do not have to offer renewal of **your policy** and cover will cease on the end date.

Policy conditions continued

Change in risk condition

We do not have to accept any alteration or change affecting this insurance. If **we** accept any alteration to **your** business or change in risk, an increase in the premium or different terms or conditions of cover may be required by **us**.

Changes in your policy condition

By accepting this **policy you** understand that **we** provide an online service. **We** agree to provide **you** with all **your** documents online for **you** to print yourself. It is **your** responsibility to make any changes to **your Policy** online.

We reserve the right to charge up to £30 if **you** request **us** to send **your** insurance documentation by post and reserve the right to charge up to £30 for any change or correction to **your Policy** that **we** make on **your** behalf.

Fraud condition

You and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**:

- 1 knowingly makes a fraudulent or exaggerated claim under the **policy**
- 2 knowingly makes a false statement in support of a claim
- 3 submits a knowingly false or forged document in support of any claim
- 4 makes a claim for any loss (as defined in each section of the **policy**) caused by **your** wilful act or caused with **your** agreement, knowledge or collusion.
5. knowingly provides information to us as part of your application that is not true and complete.

Then **we** will:

- a not pay the claim
- b not pay any other claim which has been or will be made under the **policy**
- c make the **policy** void, which means that it is no longer in existence, from the date of the fraudulent act without any refund of premium
- d inform the police of the circumstances.

Law applicable to this policy condition

You and **we** can choose the law which applies to this **policy**. **We** propose that English law applies. Unless **we** and **you** agree otherwise, English law will apply to this **policy**.

Misrepresentation and non-disclosure condition

The contract of insurance is formed on the reliance of information which **you** provide to **us**. **You** must:

- 1 disclose all information relevant to this insurance
- 2 not make any statement which is incorrect.

If **you** fail to disclose information relevant to this insurance or make any statement which is incorrect **we** will, at **our** option, either

- a make the policy void from the date of formation of the contract
- b refuse to pay **your** claim.

Other insurance condition

If a claim is made under this **policy** and there is other insurance cover which **you**

Policy conditions continued

are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

- 1 a proportionate share of the claim or
- 2 an amount beyond that which is or would be payable under the other insurance.

Payment of premium condition

You can choose to pay **your** premium either in full or by instalments.

Payment in full

If **you** choose to pay in full **your** payment will be debited from **your** payment card immediately and will appear on **your** statement within 3 working days. **We** will also debit **your** payment card for any additional premium including administration fees that may arise from any alterations made to **your policy**.

Any refund of premium due as a result of changes made to **your policy** will be credited to **your** payment card within 3 working days.

Payment by instalments

If **you** choose to pay by instalments **you** will enter into a credit agreement with AXA Insurance. Further details will be available if **you** select this payment option. **Your** deposit will be debited from **your** payment card immediately and will appear on **your** statement within 3 working days.

If **you** make any change to **your policy** that affects **your** premium, **you** will receive written notice of the changes to **your** payments.

Any related administration fees that may arise from these changes will be debited

from **your** payment card immediately and will show on **your** statement within 3 working days.

You may change **your** payment method from instalments to payment in full at any point during the **period of insurance**.

If **you** fail to make **your** monthly payment(s) in full by the due date, **we** will seek to recover all monies and may

- 1 charge an administration fee for instalments rejected by **your** bank
- 2 terminate **your** instalment agreement with immediate effect
- 3 cancel **your policy** from the missed instalment date. **You** will not be entitled to any return premium where this happens
- 4 apply an administration fee of £30
- 5 refer details of **your policy** to **our** debt collection agencies that will seek to recover all monies on **our** behalf and may record the outstanding debt. **We** reserve the right to add an administration fee to the value of **your** debt to cover costs incurred.

Subrogation (our rights) condition

We will be entitled to undertake in **your** name or on **your** behalf steps to enforce rights against any other party before or after payment is made by **us**.

Third party rights condition

The rights of this contract will not be enforceable by any party other than **you** or **us** because of the Contract (Rights of Third Parties) Act 1999.

Making a complaint

We aim to provide the highest standard of service to every customer. If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

Step One – Making your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with.

If **your** complaint relates to **your policy**, please contact **us**. If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim.

When **you** make contact please tell **us** the following information:

- Name, address and postcode, telephone number and e-mail address (if **you** have one)
- **Your policy** and/or claim number, and the type of **policy you** hold
- The reason for **your** complaint.

Telephone contact is often the most effective way to resolve complaints quickly.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

Step Two – Contacting AXA Insurance Head Office

If **your** complaint remains unresolved following Step One, please contact the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive.

Please provide the same details to:

Head of Customer Relations
AXA Insurance
Civic Drive
Ipswich IP1 2AN

Tel: 01473 205926
Fax: 01473 205101

E-mail: customercare@axa-insurance.co.uk

When **you** make contact please tell **us** the following information:

- Name, address and postcode, telephone number and e-mail address (if **you** have one)
- **Your policy** and/or claim number, and the type of **policy you** hold
- The reason for **your** complaint.

Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if **we** have made a decision following Step Two.

You have 6 months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR

Tel: 0845 080 1800
Fax: 020 7964 1001

Our promise to you

- **We** will acknowledge written complaints promptly.
- **We** will investigate quickly and thoroughly.
- **We** will keep **you** informed of progress.
- **We** will do everything possible to resolve **your** complaint.
- **We** will learn from **our** mistakes.
- **We** will use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored and recorded.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

**This document is available in
other formats.**

If **you** would like a Braille, large print
or audio version, please contact **us**.

www.axainsurance.com

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Business Insurance

Professional indemnity section - RICS compliant

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Professional indemnity

Your policy schedule will show if this section is covered.

Important information about this cover

This cover operates on a claims-made basis. This means that **we** will only provide cover for **claims** or **claim circumstances** made against **you** and notified to **us** during the **period of insurance**. **We** will not cover any **claim** or **claim circumstances** arising from an act, error or omission that occurred before the **previous work date**.

Conditions apply regarding when **you** must tell **us** about **claims** or **claim circumstances** and these can be found below. **You** should read these carefully.

Professional indemnity section for RICS compliant *continued*

The Change in risk condition, the Misrepresentation and non-disclosure condition and items 2 and 3 of the Cancellation condition contained in **your** Essential information document do not apply to this Professional indemnity section.

Meanings of defined terms

These meanings apply to the Professional indemnity section and are in addition to the **policy** defined meanings that have already been described on page 5 of the Essential information document. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in the Professional indemnity section.

Asbestos survey

A management survey or a refurbishment or demolition survey, as described in HSG264 published by the Health and Safety Executive in connection with Regulation 4 of the control of Asbestos Regulations 2006, or any comparable survey or inspection, whether of commercial or residential land or property.

Bodily injury

Any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

Claim(s)

Any verbal or written demand, notice or communication:

- 1 making an assertion for legal remedy or any other form of compensation or remedy
- 2 containing reference to, or serving notice of, intent to start legal proceedings
- 3 invoking any pre-action protocol as set under the Civil Procedure Rules
- 4 referring to arbitration, adjudication or complaint proceedings.

Claim circumstances

Any incident, occurrence, fact, matter or act that **you** were or are aware of that may give rise to a **claim**. This includes any criticism of **your professional business** even if **you** regard this as unjustifiable.

Claim costs

All costs and expenses incurred by **us** or by **you** with **our** written permission relating to the investigation, defence or settlement of any **claim** against **you**, which this **policy** covers.

Collateral warranty

Any written agreement that creates a duty of care between **you** and any party that is not **your** direct client or customer.

Professional indemnity section for RICS compliant *continued*

Court attendance costs

Compensation that **we** will pay to **you** in the event that

- 1 any principal, partner, member or director
- 2 any **employee**
- 3 any other relevant parties (but not expert witnesses)

are required by legal advisers to attend court or any arbitration or adjudication hearing as a witness of fact and in connection with a **claim** that is covered by this **policy**, provided that **we** have first given **our** written consent.

Documents

Any documents, information or data, including computer records and electronic data, which are **your** property or are looked after by or deposited with **you** in the ordinary course of **your professional business** and for which **you** are responsible. This does not include bearer bonds, coupons, bank or currency notes and negotiable instruments.

Employee(s)

Any person working for **you** in connection with the **professional business**:

- 1 under a contract of service with **you**
 - 2 who is hired or lent to **you**
 - 3 who is self-employed
 - 4 on a voluntary basis
- and who is under **your** control or supervision.

Environmental audit

An investigation specifically intended to assess if any **pollutant** was or is present.

Estate agents and safety legislation costs

Costs and expenses **you** incur arising from:

- 1 the Property Misdescriptions Act 1991
- 2 the Estate Agents' Act 1979
- 3 the Health and Safety at Work etc Act 1974
- 4 the Health and Safety at Work (Northern Ireland) Order 1978
- 5 the Construction (Design and Management) Regulations 1994, or
- 6 any similar or successor legislation to the legislation described in 1 to 5 above.

Legal representation costs

Costs and expenses **you** incur at a properly constituted hearing, tribunal or proceeding and that may be covered under this **policy** but that are not included under the meaning of **claim costs**.

Limit of indemnity

The amount shown in **your policy** schedule as the limit of indemnity.

Professional indemnity section for RICS compliant *continued*

Loss

The amount that **you** are legally and personally liable to pay due to a **claim**, including judgements, awards of damages, awards of claimant costs and amounts that are related to settlements.

Ombudsman award

An award made by an ombudsman for any case accepted for review by that ombudsman in his position as ombudsman under any recognised scheme.

Pollutant

Any contaminant, irritant or other substance including, but not limited to **asbestos**, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals, or waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).

Pollution

Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any **pollutant** or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any **pollutant**.

Previous work date

The date from when work **you** performed is covered. This date is shown on **your policy** schedule.

Professional business

1 Services or advice undertaken

- a by members of the Royal Institution of Chartered Surveyors; or
- b that have otherwise been declared to **us**;

and that are performed by **you** or on behalf of the person, firm, company or organisation shown in **your policy** schedule as the insured and within the **territorial limits**.

2 Services or advice performed within the **territorial limits** by **you** whilst holding an individual appointment for work connected with the business of the person, firm, company or organisation shown in **your policy** schedule as the insured, provided that:

- a those services are undertaken by members of the Royal Institution of Chartered Surveyors or have otherwise been declared to **us** and
- b the fee that **you** charged for those services or advice (if a fee was charged) is included in the income that has been disclosed to **us** when applying for this insurance.

Virus or similar mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self replication or not, including but not limited to trojan horses, worms or logic bombs.

What is covered

Civil liability and claim costs

We will cover **you** for any **claim** and **claim costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, for

- 1 any civil liability that **you** incur, including liability for claimant's costs and expenses
- 2 any liability **you** incur as a result of a decision by an adjudicator appointed to resolve a dispute in line with the Scheme for Construction Contracts as contained in the Housing Grants Construction and Regeneration Act 1996, or an adjudication clause contained in a contract
- 3 any award by an arbitrator or tribunal of arbitrators, including the Surveyors and Valuers Arbitration Scheme 1998.

The most **we** will pay for **loss** resulting from each **claim** is the **limit of indemnity**.

We will pay **claim costs** in addition to the **loss**. If the **loss** amount exceeds the **limit of indemnity**, the most **we** will pay for **claim costs** will be the same proportion that the amount that the **limit of indemnity** has to the **loss** amount.

Court attendance costs

In the event that any of **your** directors, partners, principals or **employees** or any other relevant parties (but not expert witnesses) are required to attend court in connection with a **claim** that is covered by this **policy**, provided that **we** have first given **our** written consent, **we** will pay compensation to you at £200 per day for each person required to attend.

The most **we** will pay for all **court attendance costs** in any one **period of insurance** is £10,000.

Asbestos

For any **claim** arising directly or indirectly from the actual or possible dispersal or presence of **asbestos**, **we** will only pay the costs of:

- 1 rectification; or
- 2 redemption; or
- 3 decrease in value

caused by that actual or possible dispersal or presence of **asbestos** and only where that **claim** arises from **your** negligent act, negligent error or negligent omission. Where the **claim** relates to decrease in value, **we** will only cover the decrease that arises from a survey or valuation that **you** performed and where that survey or valuation was not an **asbestos survey**.

Professional indemnity section for RICS compliant *continued*

We will not cover any **bodily injury** or fear of suffering **bodily injury** arising directly or indirectly from **asbestos**.

We will not pay for any **claim** or **claim circumstances** arising directly or indirectly from **asbestos** except as described above.

The most **we** will pay for all **claims** and **claim costs** arising directly or indirectly from **asbestos** in any one **period of insurance** is £250,000.

Pollution

For any **claim** that arises directly or indirectly from **pollution**, **we** will only pay the costs of re-designing, re-specifying, remedying or rectifying a structure and where that **pollution**:

- 1 arises from **your** negligent design, negligent specification or failure to report a structural defect and
- 2 does not result directly or indirectly from any **environmental audit** carried out by **you**.

We will not pay for any **claim** or **claim circumstances** arising directly or indirectly from **pollution** except as described above.

The most **we** will pay for all **claims** and **claim costs** arising directly or indirectly from **pollution** in any one **period of insurance** is the **limit of indemnity**.

Cyber liability

The most **we** will pay for all **claims** or **claim costs** in any one **period of insurance** is £250,000 for any **claim** arising from **professional business** that **you** transacted via the internet, extranet or via **your** own website, web-address or via the transmission of email or documents by electronic means and that relates to:

- defamation
- malicious falsehood
- unintentional false attribution or passing off
- unintentional infringement of intellectual property rights
- breach of confidence or infringement of any rights of privacy
- unintentional misuse of any information which is either confidential or subject to statutory restrictions on its use; or
- misuse by any **employee** of **your** electronic signature or external email.

Dishonesty of employees

We will only cover **claims** arising out of any dishonest or fraudulent act or omission that arises by reason of, and was solely and directly caused by, the actual or allegedly dishonest or fraudulent act or omission of any past or present partner, director, member, consultant or **employee** (whether

Professional indemnity section for RICS compliant *continued*

committed alone or in collusion with others) that cause any client of **yours** to suffer loss, provided that:

- 1 **we** will not cover any **claim** arising out of dishonesty or fraud on the part of any person after **you** discover, in relation to that person, reasonable cause for suspicion of fraud or dishonesty
- 2 any dishonesty or fraud committed by people acting together will be treated as one **claim**
- 3 **your** annual accounts have been (and where applicable are being) prepared and/or certified by an independent and properly qualified accountant or auditor in accordance with the RICS Rules of Conduct, and **your** client accounts, where applicable, have been kept in accordance with those rules.

The most **we** will pay for **loss** resulting from each **claim** that arises out of any dishonest or fraudulent act or omission is the **limit of indemnity**.

We will pay **claim costs** in addition to **loss** that arises out of any dishonest or fraudulent act or omission. If that **loss** amount exceeds the **limit of indemnity**, the most **we** will pay for **claim costs** relating to that **claim** will be same proportion that the amount that the **limit of indemnity** has to the **loss** amount.

Estate agents and safety legislation costs

We will pay on **your** behalf 80% of **estate agents and safety legislation costs** that **you** incur with **our** prior written consent to defend any proceeding first made against **you** and notified to **us** during the **period of insurance**, but only where, in **our** reasonable opinion, defending that proceeding could protect **you** against a **claim** or potential **claim** arising from **your professional business**.

The most **we** will pay for all **estate agents and safety legislation costs** in any one **period of insurance** is £100,000.

Legal representation costs

We will pay on **your** behalf 80% of **your legal representation costs** arising from a **claim** or **claim circumstances** first made during the **period of insurance** and from **your professional business**.

The most **we** will pay for all **legal representation costs** in any one **period of insurance** is £10,000.

Loss of documents

We will pay reasonable costs and expenses for replacing or restoring **your** own **documents** that have become lost or damaged in the conduct of **your professional business** provided that the loss or damage is discovered by **you** and notified to **us** during the **period of insurance**.

We will not pay for **your** own **documents** that are stored on a computer system unless those **documents** are duplicated on at least a daily basis, with the intention that the duplicate can be used to restore the **documents** in the event of loss or damage.

The most **we** will pay for replacement of **your** own **documents** during any one **period of insurance** is £100,000, but this will not affect the amount **we** will pay where a loss of or damage to **documents** leads to a **claim** under the heading 'Civil liability and claim costs'.

Ombudsman awards

We will cover **you** for any **ombudsman award** that arises from a **claim** or **claim circumstances** arising from the conduct of **your professional business** and first made against **you** and notified to **us** during the **period of insurance**.

The most **we** will pay for all **ombudsman awards** in any one **period of insurance** is £250,000.

Innocent non-disclosure and innocent misrepresentation

The contract of insurance is formed on the reliance of information that **you** provide to **us**. **You** must:

- 1 disclose all information relevant to this insurance
- 2 not make any statement which is incorrect.

If **you** fail to disclose information or **you** make an incorrect statement and the failure or statement was made with no intention to deceive or mislead **us**, **we** will not use **our** right to void the **policy** or refuse to pay **your claim**. However, if view of **your** business would have been different if **you** had disclosed the correct information or made the correct statement, **we** may charge a reasonable additional premium.

Professional indemnity section for RICS compliant *continued*

In the case of a **claim** or **claim circumstances**:

- 1 that would otherwise be covered by this **policy** and
- 2 that **you** already knew about before the start of the **period of insurance** and
- 3 where the insurer that **you** should have notified the **claim** or **claim circumstances** to, provided **you** with cover that was more restrictive in relation to that **claim** than **your policy** with **us**,

we will only cover that **claim** or **claim circumstances** on that more restrictive basis.

If **you** do not comply with the **claims** notification condition or the claim circumstances condition and this affects **our** ability to handle or settle **your claim** or **claim circumstances**, or increases the **claim costs**, **we** may reduce the amount **we** will pay to an amount that **we** would have been required to pay if **you** had met that condition. This does not affect any other condition in this **policy** and this will not apply to **ombudsman awards**.

If **you** do not disclose information relevant to this insurance or if **you** make a statement that is incorrect, this may affect **our** ability to handle or settle **your claim** or **claim circumstances** and may affect what **we** think is covered or what

we will pay. If **you** disagree with **us** about what is covered or what **we** will pay, **you** may refer the matter to arbitration in accordance with the law and procedures of England and Wales to any person nominated by the President (for at the time) of the Royal Institution of Chartered Surveyors. That nominated person's decision will be binding on **you** and **us**.

Disagreement of definition of professional business

If **you** disagree with **us** about how **we** interpret the definition of **professional business**, **you** may refer the matter to arbitration in accordance with the law and procedures of England and Wales to any person nominated by the President (at the time) of the Royal Institution of Chartered Surveyors, and that nominated person's decision will be binding on **you** and **us**.

Settlement and defence of claims

All **claims** that come from the same act, error or omission or series of acts, errors or omissions, as a result of, or arising directly or indirectly from, the same source or original cause, will be regarded as one **claim**.

If **we** cover more than one person, firm, company or organisation, **our** liability to all, as a result of one **claim**, will not be more than the **limit of indemnity**.

We may at any time pay the **limit of indemnity** or relevant sub-limit described above. **We** will then have no further liability for that **claim** or **claim costs** except those already incurred at the date of payment of the **limit of indemnity**.

We have the right, but not the obligation, to take control of **your claim** and conduct the investigation, settlement or defence in **your** name. If **we** think it is necessary **we** will appoint **our** adjuster, solicitor or other appropriate person to deal with the **claim**. If **you** ask **us**, **we** may agree to appoint **your** solicitor, but only on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval.

Proceedings will only be defended or prosecuted if **we** think there is a reasonable prospect of success, taking into account the commercial considerations of the costs of defence. If **you** disagree with **our** proposed course of action for any legal proceedings (whether defence or prosecution), then **you** may refer the matter to a Queen's Counsel of the English Bar to be mutually agreed between **you** and **us**. If **you** and **we** cannot agree on the Queen's Counsel to be appointed, then the Queen's Counsel will be appointed by the Chairman (at the time) of the English Bar.

The Queen's Counsel's decision on how the legal proceedings should be handled will be binding on **us** and **you**. In resolving this dispute, the Queen's Counsel will have consideration for the interests of **you** and **us**. The costs of this exercise will be allocated by the agreed or appointed party on a fair and equitable basis.

What is not covered

Adjudication exclusion

We will not cover:

- 1 any decision made against **you** by an adjudicator who was not independent of the parties to the dispute
- 2 any **claim** arising out of or related to any adjudication arising from an adjudication clause in a contract that contains timetable provisions for adjudication that 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.

Arbitration exclusion

We will not pay any arbitration award (whether made under the Surveyors' and Valuers' Arbitration Scheme 1998 or otherwise) made for any **claim** or counterclaim where the seat of the arbitration was located outside England, Wales, Scotland or Northern Ireland, unless that seat was agreed by **us**.

Bodily injury exclusion

We will not cover any **claim** arising out of **bodily injury** of any **employee** arising in the course of their employment by **you**.

Contractual liability exclusion

We will not cover any **claim** that **you** incur in the performance of **your professional business** as a result of:

- 1 **your** acceptance of an obligation, or a guarantee **you** provide, of fitness for purpose where this appears as an express term
- 2 any express guarantee **you** give including any relating to the period of a project
- 3 any express penalty contained in a contract between **you** and another party
- 4 any express acceptance **you** give of liability for liquidated damages.

We will not cover any liability that arises as a result of any assignment of a **collateral warranty** or duty of care agreement to more than one party, except in the case of a **collateral warranty** or duty of care agreement given to a financier or funding party, but not a purchaser or tenant, where a total of two assignments is permissible. This is only applicable to contracts entered into on or after 1 October 2001.

Professional indemnity section for RICS compliant *continued*

This exclusion will not apply if **you** would have been liable even in the absence of any express agreement, or if:

- 1 **we** have approved in writing the contractual terms giving rise to the liability, or
- 2 in the case of a **collateral warranty** or duty of care agreement, the British Property Federation or Construction Industry Council's current or former standard **collateral warranty** wording is used.

Controlling interest exclusion

We will not cover any **claim** arising from or brought by a firm, company or organisation:

- 1 with a financial or executive interest in **you**
 - 2 in which any of **your** partners, directors or principals have a controlling interest
- unless that **claim** is brought against **you** by a source independent of that firm, company or organisation.

Directors liabilities exclusion

We will not cover any **claim** made against **you** or **your** directors, officers or trustees for a breach of their duties as director, officer or trustee.

Employment exclusion

We will not cover any **claim** arising out of any kind of employment related dispute or any kind of libel, slander, defamation, humiliation, unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, discrimination, harassment or similar conduct relating to any current, former or prospective **employees**.

Excess exclusion

We will not pay the **excess** shown in **your policy** schedule.

The **excess** does not apply to **claim costs, court attendance costs, legal representation costs or estate agents and safety legislation costs**.

You will only pay one **excess** for **claims** from the same act, error or omission (or series of acts, errors or omissions) that arise directly or indirectly from the same source or original cause.

Financial services exclusion

We will not cover any **claim** arising out of any Regulated Activities as defined in the Financial Services and Markets Act 2000 as amended from time to time. This exclusion will not apply to mortgage mediation activity and insurance mediation activity relating to general insurance contracts, but only where **you** have permission pursuant to Part IV of the Financial Services and Markets Act 2000.

Fines and penalties exclusion

We will not cover any fines, penalties, punitive, multiple, aggravated or exemplary damages where these can be identified separately within any award of any court or tribunal.

Goods supplied exclusion

We will not cover any **claim** arising out of the supply of any goods by **you**, or products manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by **you**. This exclusion does not apply to project models.

Insolvency exclusion

We will not cover any **claim** arising out of or relating solely to **your** insolvency or bankruptcy. This exclusion will not apply to:

- 1 any **claims** for monies held on behalf of third parties and/or
- 2 any **claim** that otherwise would be covered by this **policy** if it were not for **your** insolvency or bankruptcy.

Market fluctuation exclusion

We will not cover any **claim** relating to the financial return of any investment or the depreciation or loss of investments when that financial return, depreciation or **loss** is caused by normal or abnormal fluctuations in any financial, stock, commodity or other markets that are outside **your** influence or control.

This exclusion will not apply to **professional business** performed in connection with the survey or valuation of any tangible property.

Ombudsman awards exclusion

We will not pay any **ombudsman awards** except for those covered by the Ombudsman awards cover explained in page 8.

Previous claims exclusion

We will not cover any **claim** or any **claim circumstances**:

- 1 that has been notified under any other policy before the start of this **policy**
- 2 that **you** were aware of or should have been aware of before the start of this **policy**.

Previous work exclusion

We will not cover any **claim** arising from an act, error or omission that occurred before the **previous work date**.

Property ownership exclusion

We will not cover any **claim** arising from the ownership, possession, leasing or use of any land or building structure or any other property or goods whether mobile or immobile.

North American jurisdiction exclusion

We will not cover any **claim** instituted or pursued:

- 1 within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada or in which it is contended that the laws of the United States of America or Canada should apply.
- 2 to enforce a judgment obtained in any Court of the United States

of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada.

Radioactive contamination exclusion

We will not cover any **claim** or **claim circumstances** arising directly or indirectly from:

- 1 ionising radiation or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

Surveys and valuations exclusion

We will not cover any **claim** arising out of:

- 1 a survey, unless it was undertaken by:
 - i a Fellow, Professional member, Technical Member or Associate Member of the Royal Institution of Chartered Surveyors (RICS) or
 - ii a Fellow or Associate of the Incorporated Society of Valuers and Auctioneers (ISVA) or
 - iii a Fellow or Associate of the Architects and Surveyors Institute (ASI) or

Professional indemnity section for RICS compliant *continued*

- iv a Fellow or Associate of the Faculty of Architects and Surveyors (FFAS) or
- v a Fellow or Associate of the Royal Institute of British Architects or
- vi a Fellow or Associate of the Royal Incorporation of Architects in Scotland or
- b anyone who has not less than five years' experience of survey work or
- c any other person delegated by the person, firm, company or organisation shown in the **policy** schedule as the insured to undertake survey work, but only if
 - i supervision of that work is provided **by a person qualified in line with a or b above or**
 - ii **we** have first provided written **agreement**
- 2 a survey undertaken in connection with the production of an Energy Performance Certificate, unless it was undertaken by an energy assessor accredited by any organisation approved by the Department for Communities and Local Government to provide that accreditation
- 3 a 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.

- 4 a valuation produced before 30 April 2011, unless it was undertaken by a person qualified in line with 1a, 1b or 1c above
- 5 a valuation produced after 30 April 2011:
 - a unless it was undertaken or supervised by a RICS Registered Valuer and in accordance with RICS Valuation Standards PS 1 or
 - b where the RICS Valuation Standards do not apply, unless it was undertaken by a person qualified in accordance with 1a, 1b or 1c above.

Territorial limits exclusion

We will not cover any **claim** arising from any **professional business** activity performed outside the **territorial limits**.

Terrorist act exclusion

We will not cover any **claim** directly or indirectly involving any **terrorist act**.

Trading losses exclusion

We will not cover any **claim** arising out of trading losses or trading liabilities incurred by **you** or any of **your** businesses.

Virus exclusion

We will not cover any **claim** arising out of the transmission or receipt of a **virus or similar mechanism**.

War risk exclusion

We will not cover any **claim** arising from or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Section conditions

These are the conditions of the cover and apply throughout **your** Professional indemnity section and any optional covers. These must be read with the 'Policy conditions' in **your** Essential information document.

If **you** do not comply with these conditions **you** may lose all right to cover under **your policy** or to receive payment for a **claim**.

If **you** are unsure about any of these conditions, please contact **us**.

Admission of liability condition

In the event of a **claim** or discovery of **claim circumstances**, **you** must not:

- 1 admit liability
- 2 incur any **claim costs**
- 3 make any offers of settlement
- 4 otherwise prejudice the conduct of defence or settlement of that **claim** or **claim circumstances**.

Adjudication condition

If **you** receive any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice relating to a contract, **you** must tell **us** within 2 working days of receipt of that notice.

You must not serve any notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice relating to a contract without first obtaining **our** written approval unless, in **your** reasonable opinion, service of those notices will not lead to a **claim**.

Claims notification condition

You must tell **us** as soon as possible within the **period of insurance** about any **claim** against **you**.

Claim circumstances condition

You must tell **us** as soon as reasonably possible and within the **period of insurance** of:

- 1 **claim circumstances**
- 2 the discovery of any dishonest act or omission or any reasonable suspicion that an **employee** has acted dishonestly that may result in a **claim**
- 3 an occurrence that may require **your** representation at a properly constituted hearing, tribunal or proceeding that may result in a **claim**.

If anything in 1 to 3 above that **you** told **us** about within the **period of insurance** leads to a **claim** after the **period of insurance** has ended, that **claim** will be deemed to have been made against **you** during the **period of insurance**.

Claim control and co-operation condition

You must give **us** all information and assistance that **we** reasonably require and that is in **your** power to provide.

You must co-operate with **us** and anyone appointed on **our** behalf by:

- 1 providing any information, assistance, signed statements or depositions **we** may require to comply with any Civil Procedure Rules, Practice directions and Pre-Action Protocols that may be issued
- 2 assisting to present the best possible defence to a **claim**
- 3 ensuring access to any information that **we** or **our** representatives may require in the defence of a **claim** or the investigation of any **claim circumstances**, whether or not that information may be privileged
- 4 making payment on demand of **your excess** in order to comply with the terms of any settlement **we** have agreed
- 5 providing any information, assistance, signed statements or depositions **we** may require to exercise **our** rights of subrogation
- 6 ensuring that all **documents** of any description relevant to any **claim** or **claim circumstances** are preserved and complete.

Loss of documents notification condition

You must tell **us** as soon as possible within the **period of insurance** when **you** discover any loss or damage to **documents**.

RICS Difference in conditions

This **policy** is designed to provide the minimum insurance requirements of the Royal Institution of Chartered Surveyors as per the Approved Minimum Wording. However, for the avoidance of doubt, it is specifically understood and agreed that the cover provided by this **policy** shall be no less favourable and provide no less protection to **you** than the Approved Minimum Wording.

Any dispute between **us** and **you** as to whether the cover under this **policy** is in any respect less favourable or gives less protection to **you** than the Approved Minimum Wording would, shall 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.

**This document is available in
other formats.**

If **you** would like a Braille, large print
or audio version, please contact **us**.

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