

## SURVEYORS PROFESSIONAL INDEMNITY

### POLICY SUMMARY

This is a summary only and you should refer to the full terms and conditions in your policy documents or consult your broker for more information.

**Product name:** Surveyors Professional Indemnity Policy (MUM SURV AGG 07 17)

**Type of Insurance:** Professional Indemnity

**Underwritten By:** Manchester Underwriting Management Ltd

### BASIS OF COVER

The policy covers civil liability to third parties incurred in the conduct of your business.

The Limit of Liability applies in the aggregate during the Period of Insurance but each one has a maximum limit as stated on the Schedule. We will offer Limits of Liability up to £5,000,000.

### KEY FACTS OF COVER

“Claims made” wording i.e. the policy covers claims first made against You and notified to Us during the Period of Insurance.

Insuring Clauses	Limit
Civil liability including Defence costs & expenses	The full policy limit (max. £5M)
Liability for lost documents	The full policy limit (max. £5M)
Ombudsman Awards	£250,000 in the aggregate
Representation Costs	The full policy limit (max. £5M)
Protecting your own copyright	£25,000 in the aggregate
Estate agents' and health and safety legislation	£250,000 in the aggregate
Pollution – sudden & accidental	£1,000,000 in the aggregate
Asbestos	£250,000 in the aggregate
Attendance expenses	A daily benefit up to £250,000 in the aggregate
Hacker Protection	£250,000 in the aggregate

### PRINCIPAL EXCLUSIONS

- ❖ Claims that should be covered elsewhere under other types of policies, for example employers' liability, public/product liability, directors' & officers' liability, cyber, property and motor
- ❖ Claims arising from the sale of goods, manufacture and construction, Your own environmental, nuclear, pollution, war & terrorism risks
- ❖ Claims for an amount not exceeding the Excess
- ❖ Claims arising from any work done before the Retroactive Date shown on the Policy Schedule or notified more than 7 days after the expiry of the policy
- ❖ Prior or known claims and circumstances
- ❖ Claims to be determined by an adjudicator unless You notify Us within 2 working days
- ❖ Certain conduct matters including deliberate acts, losses arising after discovery of the dishonesty, obscenity, money laundering, breach of tax or competition laws, losses relating to negotiable instruments, incoming employees' breach of prior employment restrictions
- ❖ Fines, penalties and punitive damages
- ❖ Claims by connected parties unless emanating from a third party
- ❖ Claims relating to breach of contractual duty more onerous than implied by common law or statute but cover is provided for collateral warranties etc. provided that certain basic requirements are met
- ❖ Trading losses, claims regarding infringement of patents or trade secrets
- ❖ Your insolvency
- ❖ Financial advice
- ❖ Surveys or valuations that were not in writing

- ❖ Surveys or valuations that were not undertaken by a qualified person
- ❖ Surveys or valuations that do not include certain specified disclaimers
- ❖ Asbestos surveys
- ❖ Market fluctuations

## **PRINCIPAL CONDITIONS**

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- ❖ Claims and or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible
- ❖ You must take all reasonable steps to mitigate any loss, not make any admissions, and co-operate with us
- ❖ English law applies to this contract of insurance
- ❖ The Premium must be paid to Us within 60 days of inception of the Period of Insurance
- ❖ Difference in Conditions – any more favourable provision in the RICS Minimum Terms shall apply to the extent to the extent of the minimum level of indemnity as set out in the RICS Insurance Rules subject to a maximum **Limit of Liability** of £1,000,000

## **CLAIMS PROCESS**

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Notice of a claim or circumstance should be given in writing to your broker or to us at Manchester Underwriting Management Limited, Link House, St Mary's Way, Chesham, HP5 1HR.

## **COMPLAINTS**

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Complaints must be referred in the first instance to:

Manchester Underwriting Management Ltd, Link House, St Mary's Way, Chesham, HP5 1HR.

If Your complaint cannot be resolved within two weeks, or if You have not received a response within two weeks, You are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of Your complaint and provide You with a written final response.

Lloyd's contact details are:

**Post:** Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent. ME4 4RN.

**Telephone:** +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225

**Email:** [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If You remain dissatisfied after Lloyd's has considered Your complaint, or if You have not received a written final response within eight weeks from the date that MUM received your complaint, You may be entitled to refer Your complaint to the Financial Ombudsman Service who will independently consider Your complaint free of charge. Their contact details are:

**Post:** The Financial Ombudsman Service, Exchange Tower, London E14 9SR

**Telephone:** (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123 Tel (Outside UK): +44 (0) 20 7964 0500 Fax: +44 (0)20 7964 1001

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

- **You** must refer **Your** complaint to the Financial Ombudsman Service within six months of the date of the final response
- The Financial Ombudsman Service will normally only consider a complaint from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees