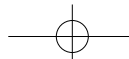
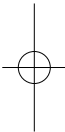
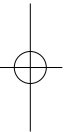


**Your Energy Assessors
&
Home Inspectors Policy**



Useful Telephone Numbers

Claims Helpline (24 hours)

0500 11 44 77

The Claims helpline can be used by anyone wishing to report a claim on any of Norwich Union Insurance's new commercial products. As soon as you know about the problem you face - we will start to put the solutions in place.

Legal and Tax Helpline (24 hours)

0845 300 1899

Call this helpline anytime, day or night, for advice on any UK legal or tax matters. Given in confidence, the advice is free - all you pay for is the price of the call.

Counselling Service

0117 934 01 05

A counselling service is available for your staff to help them deal with situations such as bereavement, divorce or even bullying at work.

Risk Services Helpline (office hours)

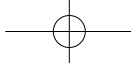
0845 366 66 66

Risk Services Website

www.nu-riskservices.co.uk

Advice on safety, fire, security and other risk related issues. Ninety per cent of queries are dealt with on the spot, and we guarantee an answer within one working day.

Please have your policy number ready:



Introduction

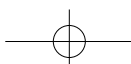
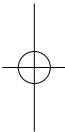
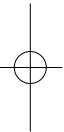
Thank You for choosing Norwich Union Insurance as Your insurer.

This is Your Energy Assessors and Home Inspectors policy, setting out Your insurance protection in detail.

Please read it carefully to make sure that it meets Your requirements and that the details on the policy Schedule are correct.

Your premium has been based upon the information shown in the policy Schedule and recorded in Your statement of fact.

If after reading Your policy You have any questions, please contact Enterprise Insurance Services (Swansea) Limited.



Contents

This policy is made up of individual Sections. The booklet should be read together with Your current Schedule for precise details of Your insurance protection.

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The Contract of Insurance

Your policy is a contract between Us, Norwich Union Insurance and You, the Policyholder. The statement of fact and declaration which You have accepted will be the basis of the contract.

In return for You having paid or agreed to pay the premium, We will indemnify You by payment or, at Our option, by reinstatement or repair in respect of loss, destruction, damage, accident or injury, to the extent of and subject to the terms contained in or endorsed on the policy.

On behalf of Norwich Union Insurance.



Simon Machell
Chief Executive, Norwich Union Insurance

IMPORTANT

This policy is a legal contract. You must tell Us about any facts or changes which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

If You are not sure whether certain facts are relevant please ask Enterprise Insurance Services (Swansea) Limited. If You do not tell Us about relevant changes, Your policy may not be valid or the policy may not cover You fully.

You should keep a written record (including copies of letters) of any information You give Enterprise Insurance Services (Swansea) Limited when You renew this policy.



Underwritten by:

Aviva Insurance Limited (trading as Norwich Union).

Registered in Scotland No. 2116.

Registered Office: Pitheavlis, Perth, Scotland, PH2 0NH.

A member of the Aviva group. Authorised and regulated by the Financial Services Authority.

Our Service to You

Our goal is to give excellent service to all Our customers but We recognise that things do go wrong occasionally. We take all complaints We receive seriously and aim to resolve all of Our customers' problems promptly. To ensure that We provide the kind of service You expect We welcome Your feedback. We will record and analyse Your comments to make sure We continually improve the service We offer.

What will happen if You complain?

- (1) We will acknowledge your complaint within 2 working days.
- (2) We aim to resolve complaints, following assessment and investigation as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

If You remain unhappy with the decision You receive You may write to the Chief Executive. If You are dissatisfied with Our final decision, You can refer the matter to the Financial Ombudsman Service (FOS).

The FOS will only consider Your complaint if You have given Us the opportunity to resolve it and You are a business with a group turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million. If, however, We do not resolve Your complaint within 40 working days, the FOS will accept a direct referral. Please follow the steps below.

Whilst We are bound by the decision of the FOS, You are not. Following the complaint procedure does not affect Your right to take legal action.

What should I do?

The steps You should take if dissatisfied

Step 1 Seek resolution by Enterprise Insurance Services (Swansea) Limited.

If You are disappointed with any aspect of the handling of Your insurance We would encourage You, in the first instance, to contact the manager concerned. You can write or telephone, whichever suits You, and ask Your contact to review the problem.

Step 2 Refer Your complaint to Our Chief Executive.

If You remain unhappy with the decision You receive, please write with full details including policy number and/or claim number, to:-

The Chief Executive
Norwich Union Insurance
Surrey Street
Norwich NR1 3NS

A review of the matter will then be carried out at a senior level and a final decision given.

Step 3 Refer Your complaint to the Financial Ombudsman Service.

If after making a complaint to Us You are still unhappy and You feel the matter has not been resolved to Your satisfaction please contact the FOS at:

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

Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

For compulsory classes of cover e.g. Employers Liability you would be covered in full for any claim; for any other type of claim, you would be covered for all of the first £2,000 and 90% of the remainder; in each case, without any upper limit.

Further information about the scheme is available from the FSCS website www.fscs.org.uk, or write to Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portoken Street, London, E1 8BN.

How To Claim

To make a claim phone the Claims Helpline (24 hours) on 0500 11 44 77. Please have your policy number to hand when calling.

Your Cancellation Rights

If you are an individual/sole trader (including a partnership in England and Wales) buying a policy which provides cover for you in both a private and business capacity, you have the right to cancel your policy during a period of 14 days either from the day of purchase of the contract or the day on which you receive your policy documentation, whichever is the later. For motor insurance policies, you should also return your certificate of motor insurance as soon as possible after cancellation.

If you wish to do so and the insurance cover has not yet commenced, you will be entitled to a full refund of the premium paid.

Alternatively, if you wish to do so and if the insurance cover has already commenced, you will be entitled to a refund of the premium paid, subject to a deduction for the time for which you have been covered, calculated as a proportion of the time for which the insurance would have provided cover and an additional charge of up to £20 (inclusive of insurance premium tax where applicable) to cover the cost incurred by us in issuing the policy.

To exercise your right to cancel your policy, please contact Enterprise Insurance Services (Swansea) Limited, 22 Tawe Business Village, Swansea Enterprise Park, Swansea, SA7 9LA (Tel:01792) 772778

If you do not exercise your right to cancel your policy, it will continue in force for the term of the policy and you will be required to pay the full premium as stated.

Alternatively, if you are not an individual/sole trader (including a partnership in England and Wales) there are no cancellation rights under this policy.

Choice of Law

The appropriate law as set out below will apply unless You and We agree otherwise:

1. The law applying to that part of the United Kingdom, Channel Islands or the Isle of Man in which you normally live or (if applicable) the first named policyholder lives; or
2. In the case of a business, the law applying to that part of the United Kingdom, Channel Islands or the Isle of Man where it has its principal place of business; or
3. Should neither of the above be applicable, the law of England and Wales.

Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

Customers with Disabilities

This policy is also available in large print, audio and Braille. If you require any of these formats, in the first instance, please contact Enterprise Insurance Services (Swansea) Limited, 22 Tawe Business Village, Swansea Enterprise Park, Swansea, SA7 9LA (Tel: 01792 772778)

Policy Definitions Property Damage and Public Liability

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. A defined word or phrase will start with a capital letter each time it appears in the policy except for headings and titles.

Each Section of the policy contains definitions. They must be read in conjunction with the following Policy Definitions.

Computer and Electronic Equipment

All computers, computer installations and systems, microchips, integrated circuits, microprocessors, embedded systems, hardware, and any electronic equipment, data processing equipment, information repository, telecommunication equipment, computer controlled or programmed machinery, equipment capable of processing data and/or similar devices, whether physically or remotely connected thereto.

Cyber Vandal

The person or persons, whether identified or not, responsible for, or involved with, creating a Virus or Similar Mechanism or a Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

Data

All information which is

- (1) electronically stored, or
- (2) electronically represented, or
- (3) contained on any current and back-up disks, tapes or other materials or devices used for the storage of data,

including but not limited to operating systems, records, programs, software or firmware, code or series of instructions.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer and Electronic Equipment.

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer and Electronic Equipment or Data, including

but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

Employee

Any person who is

- (1) under a contract of service or apprenticeship with You
- (2) borrowed by or hired to You
- (3) a labour master or supplied by a labour master
- (4) employed by labour only sub-contractors
- (5) self employed
- (6) under a work experience or training scheme
- (7) a voluntary helper

while working under Your control in connection with The Business.

- (8) an outworker or homeworker when engaged in work on Your behalf.

Endorsement/Endorsements

An alteration to the terms of the policy.

Excess/Excesses

The amount or amounts shown in Your policy or The Schedule which You must bear for each and every event and You will reimburse any such amount paid by Us.

Failure

Any partial or complete reduction in the

- (1) performance, or
- (2) availability, or
- (3) functionality, or
- (4) the ability to recognise or process any date or time, of any

- (a) Computer and Electronic Equipment,
- (b) electronic means of communication,
- (c) web site.

Loss of Data

Physical or electronic or other loss or destruction or alteration or loss of use, whether permanent or temporary, of or damage to Data, of whatsoever nature,

Policy Definitions Property Damage and Public Liability continued

in whole or in part, including, but not limited to, Loss of Data resulting from loss or damage to Computers and Electronic Equipment or Data Storage Materials, including while stored on Data Storage Materials.

Malicious Contingency

- (1) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances.
- (2) malicious persons other than thieves and Cyber Vandals.

Money

Current

- (1) coin, bank and currency notes
- (2) postal and money orders, bankers drafts, cheques and giro cheques
- (3) crossed warrants, bills of exchange and securities for money
- (4) postage, revenue, national insurance and holiday with pay stamps
- (5) national insurance and holiday with pay cards, national savings certificates, war bonds, premium savings bonds and franking machine impressions
- (6) credit company sales vouchers, luncheon vouchers and trading stamps
- (7) VAT invoices .

Period of Insurance

From the effective date until the expiry date shown in The Schedule or, as the case may be, any subsequent period for which We accept payment for renewal of this policy.

Property Insured

Property Insured as detailed in The Schedule.

Specified Contingency

fire

lightning

explosion

aircraft and other aerial devices or articles dropped from them

earthquake

storm or flood

escape of water from any tank apparatus or pipe

falling trees

impact

escape of fuel from any fixed oil heating installation

The Business

Activities directly connected with the business described in the statement of fact and specified in The Schedule.

The Premises

The Premises as stated in the statement of fact and specified in The Schedule.

The Schedule.

The document which specifies details of The Policyholder, The Premises, Property Insured and any Excesses, Endorsements and Conditions applying to the policy.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer and Electronic Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

We/Us/Our/NU/Norwich Union Insurance

Aviva Insurance Limited.

You/Your/Policyholder

The persons, companies, partnerships or unincorporated associations named in The Schedule as The Policyholder.

Property Damage

All Risks Section

Property Damage Section All Risks

Definitions

(Also refer to the Policy Definitions at the front of this booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Damage

Accidental loss, destruction or damage.

Defined Contingency

- (1) fire
- (2) lightning or earthquake
- (3) explosion
- (4) aircraft
- (5) riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances
- (6) malicious persons other than thieves
- (7) storm or flood
- (8) escape of water from any tank, apparatus or pipe
- (9) falling trees or radio/TV aerials
- (10) impact
- (11) leakage of fuel
- (12) theft or attempted theft.

Property Damage Excess

The amount (or amounts) shown in The Schedule which We will deduct from each and every claim at each separate premises.

Cover

We will indemnify You in respect of Damage to the Property Insured at The Premises occurring during the Period of Insurance.

Exceptions

(Also refer to the Policy Exceptions at the back of this booklet).

We will not indemnify You in respect of

- (1) Damage caused by or consisting of
 - (a) an existing or hidden defect in the property
 - (b) gradual deterioration or wear and tear

- (c) frost or change in the water table level
- (d) faulty design of the Property Insured or faulty materials used in its construction
- (e) faulty workmanship, operating error or omission by You or any Employee
- (f) the bursting of
 - (i) a boiler
 - (ii) other equipment
 where the internal pressure is due to steam only and belongs to You or is under Your control.

However, We will indemnify You in respect of any subsequent Damage which results from a cause not otherwise excluded.

- (2) Damage caused by or consisting of
 - (a)
 - (i) corrosion, rust or rot
 - (ii) shrinkage, evaporation or loss of weight
 - (iii) dampness or dryness
 - (iv) scratching
 - (v) vermin or insects
 - (b) change in
 - (i) temperature
 - (ii) colour
 - (iii) flavour
 - (iv) texture or finish
 - (c)
 - (i) nipple or joint leakage or failure of welds
 - (ii) cracking, fracturing, collapse or overheating of a boiler, vessel, machine or apparatus in which internal pressure is due to steam only and any associated piping
 - (d) mechanical or electrical breakdown of the Property Insured

However, We will indemnify You in respect of

- (i) Damage not otherwise excluded which itself results from a Defined Contingency or any other accidental cause
- (ii) any subsequent Damage which itself results from a cause not otherwise excluded.

- (3) Damage caused by pollution or contamination.

However, We will indemnify You in respect of Damage, not otherwise excluded, to the Property Insured caused by

Property Damage All Risks continued

- (a) pollution or contamination which results from a Defined Contingency
- (b) a Defined Contingency which results from pollution or contamination

- (4) Damage caused by or consisting of pollution or
 - (a) acts of fraud or dishonesty
 - (b) (i) disappearance
 - (ii) unexplained or inventory shortage
 - (iii) misfiling, misplacing of information or clerical error
- (5) Damage by fire to the Property Insured resulting from its undergoing any process involving the application of heat.
- (6) Damage to the Property Insured resulting from its undergoing any process of
 - (a) production or packaging
 - (b) treatment, testing or commissioning
 - (c) servicing or repair.

However, We will indemnify You in respect of this Damage if it is caused by fire or explosion.
- (7) Damage to
 - (a) china, earthenware, marble or other fragile objects (not including stock in trade)
 - (b) a structure caused by its own collapse or cracking.

However, We will indemnify You in respect of this Damage if it results from a Defined Contingency and is not otherwise excluded.
- (8) Damage to
 - (a) property in the course of construction including materials for use in the construction
 - (b) livestock
 - (c) growing crops or trees
 - (d) vehicles licensed for road use including accessories on or attached to them
 - (e) caravans or trailers
 - (f) railway locomotives or rolling stock
 - (g) watercraft or aircraft
 - (h) land, roads or pavements, piers, jetties, bridges, culverts or excavations

- (9) Damage caused by theft or attempted theft
 - (a) not involving entry into or exit from buildings by forcible or violent means
 - (b) by any person lawfully in The Premises
 - (c) where You or Your partners, directors or Employees or any member of Your household is involved
 - (d) from any building or part of any building not capable of being locked.
 - (e) from the open or from any yard, compound, garden or car park
- (10) Damage to moveable property in the open by
 - (a) wind
 - (b) rain, hail, sleet or snow
 - (c) flood
 - (d) dust
- (11) Damage to property more specifically insured
- (12) the Property Damage Excess.
- (13) consequential loss or damage of any kind.

Clauses

(1) Automatic Reinstatement of Sum Insured

The Sums Insured stated in the Schedule will not be reduced by the amount of any claim unless We or You give notice to the contrary.

You must pay the additional premium required to reinstate the Sums Insured.

(2) Basis of Claim Settlement

- (a) If Property Insured other than Contractors Tools, Stock, Employees' pedal cycles or personal belongings is destroyed We will pay for its rebuilding or replacement by similar property in a condition as good as, but not better than or more extensive than, its condition when new.

If such property is only partially destroyed, We will pay for replacement or repair of the damaged portion to a condition as good as, but not better or more extensive than, its condition when new. However, We will not pay more than We would have done if the property had been completely destroyed.

Property Damage All Risks continued

- (b) The property may be replaced on another site and in a manner suitable to Your needs, but this must not increase Our Liability.
- (c) All work must begin and be carried out as quickly as possible.
- (d) We will not pay under this clause
 - (i) until You have incurred the cost of replacing or repairing the property
 - (ii) if You, or someone acting on Your behalf have insured the property under another policy which does not have a similar basis of reinstatement
 - (iii) if You do not comply with any of the terms of this clause.

(3) All Other Contents

This term includes

- (a) documents, manuscripts and business books
- (b) computer systems records
- (c) patterns, models, moulds, plans and designs but only for
 - (i) the value of the materials
 - (ii) the cost of labour and computer time spent in reproducing them.

We will not pay for

- expenses in connection with producing information to be recorded
- the value to You of any information lost.

- (d) Employee's pedal cycles and other personal belongings
but only if they are not otherwise insured.
The maximum We will pay for any one Employee's property is £500.
- (e) visitor's personal belongings
The maximum that We will pay for any one visitor's property is £500.
- (f) trade samples and goods in trust held at The Premises
The maximum We will pay is £500.

(4) Debris Removal

The Sum Insured for each item, except on Stock, includes costs and expenses You incur, with Our consent, for

- (a) removal of debris
- (b) dismantling or demolishing
- (c) shoring up or propping

of the parts of the property which have suffered Damage insured under this Section.

We will not indemnify You in respect of costs and expenses

- (a) incurred in removing debris from anywhere other than the site of the Damage and the area adjacent to it
- (b) arising from pollution or contamination of property not insured under this Section
- (c) more specifically insured.

(5) Limit of Liability

The maximum We will pay under this Section will not exceed the Sums Insured stated in The Schedule.

(6) Temporary Removal

We will indemnify You in respect of Damage as Insured under this Section to the Property Insured, while temporarily removed elsewhere or in transit anywhere in Europe and for up to 30 days in each Period on Insurance anywhere in the world.

We will not indemnify You in respect of Damage caused

- (a) by theft or attempted theft from any unattended vehicle where
 - (i) all doors and windows have not been locked
 and
 - (ii) the vehicle is not garaged in a locked building or locked and secured in a fully enclosed yard or compound when left overnight
- (b) to property in any soft topped, open topped or open sided vehicle by storm or malicious persons or theft or attempted theft.

Property Damage All Risks continued

(7) Damage Arising From Personal Use of Property Insured

We will indemnify You in respect of Damage to Property Insured in the event that such Damage occurred whilst not in connection with The Business provided that the Property Insured had been purchased for business purposes

Endorsements and Conditions

This Section is subject to any Endorsements or Conditions which are stated in The Schedule as applying.

(Also refer to the Policy Conditions at the back of this booklet).

If in relation to any claim You fail to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

Public Liability Section

Public and Products Liability Section

Definitions

(Also refer to the Policy Definitions at the front of this booklet).

The following definitions apply to this Section and shall keep the same meaning wherever they appear in the Section.

Asbestos

Asbestos, asbestos fibres or any derivatives of asbestos.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Compensation

Damages, including interest.

Costs and Expenses

- (1) Fees for The Insured's legal representation at
 - (a) any Coroner's Inquest or Fatal Accident Enquiry or
 - (b) proceedings in any Court of Summary Jurisdiction arising out of any alleged breach of statutory duty
- (2) Costs and expenses incurred with Our written consent
- (3) Any claimant's legal costs for which The Insured is legally liable

in connection with any event which is or may be the subject of indemnity under this Section.

Damage

Physical

- (1) loss.
- (2) destruction.
- (3) damage.

Personal Injury

- (1) Bodily Injury
- (2) wrongful
 - (a) arrest, detention or imprisonment.
 - (b) eviction.
 - (c) accusation of shoplifting.

Pollution or Contamination

- (1) Pollution or contamination of buildings or other structures or of water or land or the atmosphere and
- (2) all loss, Damage to Property or Bodily Injury directly or indirectly caused by such pollution or contamination.

Products Supplied

Anything which is

- (1) manufactured, sold, supplied, processed, altered or treated
- (2) repaired, serviced or tested
- (3) installed, constructed, erected or transported by You or on Your behalf and which is no longer in the custody or control of The Insured.

Property

Material property.

The Defined Territories

Great Britain, Northern Ireland, the Isle of Man, the Channel Islands or offshore installations within the Continental Shelf around such territories.

The Insured

- (1) You.
- (2) Your personal representatives in respect of legal liability You incur.
- (3) at Your request
 - (a) any director, partner, or Employee of Yours
 - (b) the officers, committees and members of Your
 - (i) canteen , social, sports, educational and welfare organisations
 - (ii) first aid, fire, security and ambulance services

in their respective capacities as such

 - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
 - (d) those who hire plant to You to the extent required by the hiring conditions

Public Liability continued

or the personal representatives of any of these persons in respect of legal liability for which You would have been entitled to indemnity if the claim had been made against You.

Each indemnified party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

The Limit of Indemnity

The maximum amount, stated in The Schedule, which We will pay in respect of any one event or all events of a series consequent on or attributable to one original cause.

In respect of Pollution or Contamination The Limit of Indemnity will apply to the total of all events occurring in any one Period of Insurance.

The Territorial Limits

Anywhere in the world in connection with The Business conducted by You from premises within The Defined Territories.

The Works

All works completed or to be completed by You or on Your behalf including

- (1) all materials incorporated or to be incorporated
- (2) plant, tools, equipment and temporary buildings used or to be used

for the period during which You are responsible under contract conditions.

Cover

We will indemnify The Insured against

- (1) legal liability to pay Compensation
and
- (2) Costs and Expenses

in respect of accidental

- (a) Personal Injury
- (b) Damage to Property
- (c) obstruction, trespass, nuisance or interference with any right of way, air, light or water

which arises in connection with The Business and which happens during the Period of Insurance and within The Territorial Limits.

The maximum We will pay is the Limit of Indemnity and any Costs and Expenses. However, in respect of any claim brought in

- (1) the United States of America or any territory within its jurisdiction
or
- (2) Canada

the maximum We will pay, inclusive of Costs and Expenses, is The Limit of Indemnity.

Clauses

(1) Additional Activities

The Business includes

- (a) ownership, use and upkeep of Your premises
- (b) upkeep of vehicles and plant which are owned and used by You
- (c) canteen, social, sports, educational and welfare organisations for the benefit of any Employee
- (d) Your first aid, fire, security and ambulance services
- (e) Your participation in exhibitions
- (f) private work by any Employee, with Your prior consent, for You or any director, partner or Employee.

(2) Legal Expenses arising from Consumer Protection Act 1987 and Food Safety Act 1990

We will indemnify The Insured in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against The Insured

which arise from criminal proceedings for any breach of Part II of the Consumer Protection Act 1987 or Part II of the Food Safety Act 1990.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which result from any deliberate act or omission by You.

Public Liability continued

(3) where indemnity is provided by another insurance policy.

(3) Contractual Liability

We will indemnify The Insured against liability in respect of accidental Bodily Injury or Damage to Property imposed on You solely by reason of the terms of any agreement provided that the conduct and control of any claim is vested in Us.

We will not provide indemnity in respect of any agreement for or including the performance of work outside The Defined Territories.

(4) Cross Liabilities

We will indemnify each party named as The Policyholder in The Schedule as if a separate policy had been issued to each.

The total amount payable will not exceed The Limit of Indemnity regardless of the number of parties claiming to be indemnified.

(5) Defective Premises

We will indemnify The Insured in respect of legal liability in respect of accidental Bodily Injury or Damage to Property arising under

- (a) the Defective Premises Act 1972
- (b) the Defective Premises (Northern Ireland) Order 1975 or the Defective Premises (Landlord's Liability) Act (Northern Ireland) 2001

in connection with any premises which You previously owned or occupied for the purposes of The Business.

We will not provide indemnity in respect of the cost of rectifying any defect or alleged defect in such premises.

(6) Employees' and Visitors' Personal Belongings

We will indemnify The Insured in respect of legal liability for accidental Damage to employees' and visitors' vehicles or personal belongings which are in the custody or control of The Insured.

We will not provide indemnity where this Property is

- (1) loaned, leased, hired or rented to The Insured.
- (2) stored for a fee or other consideration by The Insured.

(3) in the custody or control of The Insured for the purposes of being worked upon.

(7) Legal Expenses arising from Health and Safety Legislation

We will indemnify The Insured in respect of

- (a) legal fees and expenses incurred with Our written consent for defending proceedings, including appeals
- (b) costs of prosecution awarded against The Insured

which arise from any health and safety inquiry or criminal proceedings for any breach of the Health and Safety at Work etc Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978.

We will not provide indemnity

- (1) unless the proceedings relate to an actual or alleged act, omission or incident committed during the Period of Insurance within The Defined Territories and in connection with The Business.
- (2) in respect of proceedings which
 - (a) result from any deliberate act or omission by You.
 - (b) relate to the health and safety of any Employee.
- (3) where indemnity is provided by another insurance policy.

(8) Hired or Rented Premises

We will indemnify The Insured in respect of legal liability for accidental Damage to premises (including fixtures and fittings) within The Defined Territories which You hire, rent or loan in connection with The Business.

We will not provide indemnity in respect of

- (1) the first £250 of Compensation Costs and Expenses in respect of each occurrence of such Damage caused other than by fire or explosion.
- (2) liability imposed on You solely by reason of the terms of the hiring or renting agreement.
- (3) Damage caused by fire or any other peril against which the hiring or renting agreement specifies that insurance is taken out by You or on Your behalf.

Public Liability continued

(9) Motor Contingent Liability

We will indemnify You in respect of Your legal liability for accidental Bodily Injury and/or Damage to Property which arises from any vehicle or trailer attached thereto which is

- (a) not owned by, loaned, leased, hired or rented to You nor provided by You and
- (b) which is being used in connection with The Business in The Defined Territories.

We will not provide indemnity

- (1) in respect of Damage to the vehicle or trailer or goods carried in or on the vehicle or trailer.
- (2) while the vehicle is being driven by
 - (a) You
 - (b) any person who to Your knowledge or that of Your representatives does not hold a licence to drive the vehicle unless such person has held and is not disqualified from holding or obtaining such a licence.
- (3) where indemnity is provided by another insurance policy.

(10) Overseas Personal Liability

We will indemnify You and, at Your request, any director, partner or Employee of Yours in respect of legal liability incurred in a personal capacity whilst such persons are temporarily outside The Defined Territories in connection with The Business.

We will also indemnify any accompanying spouse and children.

Where You are an individual, this indemnity will also apply to Your personal liability whilst away from Your business premises in connection with The Business but within The Defined Territories.

We will not provide indemnity

- (1) where liability arises from
 - (a) any agreement unless liability would have existed otherwise.
 - (b) ownership or occupation of land or buildings.
 - (c) the carrying on of any trade or profession.
 - (d) ownership, possession or use of wild animals, firearms (other than sporting

guns), mechanically propelled vehicles, aircraft or watercraft.

- (2) where indemnity is provided by another insurance policy.

(11) Payment for Court Attendance

We will compensate You if, at Our request, You, any director, partner or Employee of Yours is attending court as a witness in connection with a claim for which The Insured is entitled to indemnity.

The maximum We will pay

- (a) for You, each director or partner is £250 per day.
- (b) for each Employee is £150 per day.

Exceptions

(Also refer to the Policy Exceptions at the back of this booklet).

We will not provide indemnity in respect of

- (1) Personal Injury to any Employee or to any working partner or proprietor of The Insured arising out of and in the course of employment by You in The Business.
- (2) the ownership, possession or use by or on behalf of The Insured of any
 - (a) aircraft, aerial device or hovercraft.
 - (b) watercraft exceeding 8 metres in length.
 - (c) motor vehicle, trailer or plant in circumstances where compulsory insurance or security is required by any road traffic legislation other than
 - (i) where described in the Motor Contingent Liability Clause.
 - (ii) the loading or unloading of any such vehicle, trailer or plant where indemnity is not provided by another insurance policy.
- (3) Damage to Property
 - (a) which You own or is loaned, leased, hired or rented to The Insured
 - (b) which is held in trust or in the custody or control of
 - (i) The Insured

Public Liability continued

- (ii) any other party who is carrying out work on Your behalf
- other than in the circumstances described in the Hired or Rented Premises Clause or the Employees' and Visitors' Personal Belongings Clause
- (c) which requires to be insured under the terms of Clause 21.2.1. of the Standard Form of Building Contract issued by the Joint Contracts Tribunal or a clause of similar intent under other contract conditions.
- (4) Damage to or the cost incurred by anyone in repairing, removing, replacing, re-applying, rectifying or reinstating
- (a) Products Supplied (other than Products Supplied under a separate contract).
- (b) The Works
- (5) advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract.
- (6) the carrying out of any work or any Products Supplied which affects or could affect
- (a) the navigation, propulsion or safety of any aircraft or other aerial device.
- (b) the safety or operation of nuclear installations.
- (7) Pollution or Contamination other than caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance.
- All Pollution or Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.
- (8) (a) work in or on and travel to, from or within
- (b) Products Supplied to any offshore
- (i) accommodation, exploration, drilling or production rig or platform.
- (ii) support vessel.
- (9) recalling or making refunds in respect of
- (a) Products Supplied.
- (b) The Works.

- (10) (a) liquidated damages.
- (b) penalty clauses.
- (c) fines.
- (d) aggravated, restitutionary, punitive or exemplary damages or any additional damages resulting from the multiplication of compensatory damages or other non-compensatory damages.
- (11) liability imposed on You solely by reason of the terms of any contract conditions or agreement in connection with Products Supplied.
- (12) Products Supplied other than
- (a) the sale or supply of food and drink.
- (b) the supply of office requisites.
- (c) the disposal of furniture and office equipment previously used in the course of the Business.
- (13) (a) exposure to
- (b) inhalation of
- (c) fears of the consequences of exposure to or the inhalation of
- (d) the costs incurred by anyone in repairing, removing, replacing, recalling, rectifying, reinstating or managing (including those of any persons under statutory duty to manage) any property arising out of the presence of
- Asbestos including any product containing Asbestos

Endorsements and Conditions

This Section is subject to any Endorsements and Conditions which are stated in The Schedule as applying to this Section.

(Also refer to the Policy Conditions at the back of this booklet).

If in relation to any claim You fail to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim.

Policy Exceptions Property Damage and Public Liability

Each Section of the policy contains exceptions. They must be read in conjunction with the following Policy Exceptions.

We will not provide indemnity in respect of

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
 - (a) war invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
 - (b) nationalisation, confiscation, requisition, seizure or destruction by the Government or any public authority
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above

However,

- (1) exceptions (1) (a) (b) and (c) do not apply to the Employers' Liability Section or to the Terrorism Section, when insured by this policy
- (2) exception (1) (b) does not apply to the Public and Products Liability Section or to the Personal Accident Section, when insured by this policy
- (2) death or disablement, loss or destruction of or damage to any property, any loss or expense whatsoever, any consequential loss or any legal liability
 - (a) directly or indirectly caused by or contributed to by or arising from
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - (b) directly or indirectly caused by or contributed to by or arising from the use of or threatened use of any weapon

- (i) dispersing radioactive material and/or ionising radiation or
- (ii) using atomic or nuclear fission and/or fusion or other like reaction.

However,

- (1) exception (2) (b) does not apply to the following Sections
 - (a) Employers' Liability
 - (b) Public and Products Liability
 - (c) Personal Accident
 - (d) Business Travel when insured by this policy.
- (2) in relation to the Employers' Liability Section, exception (2) (a) above only applies when You under a contract or agreement have undertaken to
 - (a) indemnify another party
 - (b) assume the liability of another party.
- (3) in relation to the Business Travel Section, when insured by this policy, exception (2) (a) will only apply to loss, destruction or damage to any material property arising under
 - (i) Contingency C - Baggage and/or Personal Belongings
 - (ii) Contingency D - Money
 - (iii) Contingency H - Personal Liability
- (4) exceptions (2) (a) and (b) do not apply to the Terrorism Section when insured by this policy.
- (3) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributory cause or event
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland but this shall only apply to the Property Damage and Business Interruption Sections when insured by this policy.
 - (c) any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above except as stated in the **Special Provisions - Terrorism** below

Terrorism is defined as any act or acts including, but not limited to

Policy Exceptions Property Damage and Public Liability continued

- (i) the use or threat of force and/or violence and/or
- (ii) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes

In any action, suit or other proceedings where We allege that any consequence whatsoever resulting directly or indirectly from or in connection with 3(a) and 3(c) regardless of any other contributory cause or event is not covered by this policy (or is covered only up to a specified limit of liability) You will have to prove that any such consequence is covered (or is covered beyond that limit of liability)

Special Provisions - Terrorism

Subject otherwise to the terms, conditions and exceptions of the policy

- (a) When any of the following Sections are insured by this policy

Employers' Liability

Public and Products Liability

exceptions (3)(a) and (3)(c) do not apply to

- (i) Employers Liability but the Limit of Indemnity for the purposes of Special Provision (a) - Terrorism is limited to £5,000,000 including costs and expenses
- (ii) Public and Products Liability but the Limit of Indemnity for the purposes of Special Provision (a) - Terrorism is limited to £2,000,000 or any other amount specified in the Schedule for Public and Products Liability whichever is the lower.

- (b) When the following Section is insured by this policy

Personal Accident

exceptions (3)(a) and (3)(c) do not apply to this Section provided that for the purposes of Special Provision (b) - Terrorism the total amount payable in respect of all losses arising out of any one occurrence shall not exceed the lesser of

- (i) any limits amounts payable or maximum accumulation stated in The Schedule

or

- (ii) £1,000,000

In the event of a claim exceeding the total amount payable under Special Provision (b) - Terrorism Our liability in respect of each Insured Person claimed for shall be proportionately reduced until the total does not exceed such total amount payable.

- (c) Exceptions (3) (a) and (3) (c) do not apply to the Terrorism Section, when insured under this policy.

- (4) Loss, destruction or damage directly caused by pressure waves from aircraft or other aerial devices.

However, exception (4) does not apply to the Terrorism Section, when insured by this policy.

- (5) (a) Money
- (b) securities or bonds
- (c) jewellery or precious stones
- (d) precious metals or bullion
- (e) furs or curios
- (f) rare books or works of art
- (g) goods held in trust or on commission
- (h) documents or manuscripts
- (i) business books or computer systems records
- (j) explosives

unless specifically mentioned.

However, exceptions (5) (a) to (k) do not apply to the Terrorism section, when insured by this policy.

- (6) any claim which arises directly or indirectly from or consists of the failure or inability of any

- (a) electronic circuit, microchip, integrated circuit, microprocessor, embedded system, hardware, software, firmware, program, computer, data processing equipment, telecommunication equipment or systems, or any similar device

- (b) media or systems used in connection with anything referred to in (a) above

whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date and this includes without any limitation the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date,

Policy Exceptions Property Damage and Public Liability continued

data, information, command, logic or instruction as a result of

- (i) recognising, using or adopting any date, day of the week or period of time, otherwise than as, or other than, the true or correct date, day of the week or period of time
- (ii) the operation of any command or logic which has been programmed or incorporated into anything referred to in (a) and (b) above.

However, We shall not exclude any claim for subsequent loss or destruction of or damage to any property or consequential loss which itself results from a Defined Contingency arising under any of the following Sections, but only to the extent that such claim would otherwise be insured under that Section

- (1) Property Damage
- (2) Business Interruption
- (3) Money and Assault.

Exceptions (6) (a) and (b) do not apply to the Employers' Liability Section, Personal Accident Section, Business Travel - Contingency B1 Medical Expenses Section or Terrorism Section, when insured by this policy

Definition

The following definition only applies to this exception

'Defined Contingency'

fire, lightning, explosion, aircraft and other aerial devices or articles dropped from them, riot, civil commotion, strikers, locked out workers, persons taking part in labour disturbances, malicious persons other than thieves, earthquake, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, or theft.

- (7) any claim (other than in respect of Personal Injury as defined under the Public and Products Liability Section) arising directly or indirectly from, or in connection with, or consisting of
 - (a) Loss of Data.

However, We will not exclude any claim arising directly or indirectly from, or in connection with, or consisting of Loss of Data, which claim is not otherwise excluded and which results from a

Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such claim is insured under that Section.

- (i) Property Damage
- (ii) Money and Assault
- (iii) Business Interruption

Exception (7) (a) does not apply to the Public and Products Liability Section.

- (b) any loss, destruction or damage, Failure or Loss of Data resulting directly or indirectly from, or in connection with: Virus or Similar Mechanism, Denial of Service Attack, unauthorised access to or use of Computer and Electronic Equipment.

However, We will not exclude any claim in respect of any subsequent physical loss or destruction of or damage to property other than Computer and Electronic Equipment and Data Storage Materials, which is not otherwise excluded and which results from a Malicious Contingency involving physical force and violence or a Specified Contingency where either is insured under any of the following Sections of the policy and only to the same extent that such subsequent physical loss or destruction of or damage to property is insured under that Section.

- (i) Property Damage
- (ii) Money and Assault
- (iii) Business Interruption

Exceptions (7) (a) and (b) do not apply to the following Sections, when insured by this policy

- (1) Terrorism
- (2) Employers' Liability
- (3) Commercial Legal Protection
- (4) Personal Accident.

Policy Conditions Property Damage and Public Liability

Each Section of the policy contains conditions. They must be read in conjunction with the following Policy Conditions.

(1) Alteration of Risk

The policy is voidable where there has been any material alteration to the risk after commencement of this insurance

(a) which increases the risk of loss, destruction, damage, accident or injury

or

(b) where Your interest ceases except by will or operation of law

unless We have accepted the alteration.

(2) Arbitration

If We accept liability but You disagree with the amount We offer to pay, the claim will be referred to an arbitrator who will be appointed in accordance with statutory provisions.

(3) Cancellation

We may cancel the policy

(a) by sending You thirty days written notice to Your last known address.

We will refund a proportionate part of the premium paid for the unexpired period

(b) immediately if the premium has not been paid or if there has been a default under any instalment or linked credit agreement.

We will not refund any instalment paid.

(4) Claims Procedure

If in relation to any claim You fail to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim

You must

(a) tell Us immediately of any event or occurrence which may result in a claim and no later than

(i) 30 days of Your becoming aware of the event or occurrence

or

(ii) 7 days in the case of loss, destruction or damage caused by riot, civil commotion, strikers, locked out workers, persons taking

part in labour disturbances or malicious persons

(b) notify the police immediately of loss, destruction or damage caused by malicious persons or thieves

(c) provide Us with all information and help We require in respect of the claim and where requested by Us, and at Your expense, a written claim containing as much information as possible of the loss, destruction, damage, accident or injury including the amount of the claim

(d) pass to Us unanswered, immediately, all communications from third parties in relation to any event which may result in a claim under this policy.

(e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without Our written agreement.

(f) allow Us to take over and conduct in Your name the defence or settlement of any claim. You will also allow Us to prosecute at Our own expense and for Our own benefit, any claim for indemnity or compensation against any other person and You must give Us all information and assistance required.

(5) Contribution

Applicable to Employers' Liability Section and Public and Products Liability Section

(a) If the insurance provided by these Sections is also covered by another policy (or would but for the existence of these Sections), We will only indemnify You in respect of any excess beyond the amount which would be payable under such other insurance had these Sections not been effected.

Applicable to all other Sections insured by this policy

(b) Where any loss, destruction, damage or liability covered by the policy is also covered by another policy, (or would be but for the existence of this policy). We will only pay a rateable share of the loss

(c) If the other insurance is subject to a condition of average and this policy is not, this policy will

Policy Conditions Property Damage and Public Liability continued

become subject to the same condition of average

- (d) If the Property Insured covered by the other insurance is subject to a provision excluding proportional payment in whole or in part, the payment We make will be limited to the proportion of loss, destruction or damage as the Sum Insured bears to the value of the property.

(6) Discharge of Liability

We may at any time pay

- (a) the Limit of Indemnity

or

- (b) the Sum Insured

or

- (c) a smaller amount for which a claim can be settled

after deduction of any sum already paid.

We will not make any further payments except for costs and expenses incurred prior to the payment of the claim.

(7) Fraud

We will avoid the policy from the date of the loss or alleged loss

- (a) if a claim made by You or anyone acting on Your behalf to obtain a policy benefit is fraudulent or intentionally exaggerated or
- (b) a false declaration or statement is made in support of a claim.

(8) Identification

The policy and The Schedule will read as one contract. A particular word or phrase which is not defined will have its ordinary meaning.

(9) Non Disclosure, Misrepresentation or Misdescription

The policy is voidable if You or anyone acting for You fails to disclose, misrepresents or misdescribes any material fact.

(10) Our Rights

If loss, destruction or damage occurs which may lead to a claim We may

- (a) enter or take possession of the building or premises
- (b) take possession of, or require to be delivered to Us, Property Insured which We will deal with in a reasonable manner

without incurring liability or reducing Our rights.

We will not pay for loss, destruction or damage if You or anyone acting on Your behalf

- (i) do not comply with Our requirements
- (ii) hinder or obstruct Us.

You are not entitled to abandon property to Us.

(11) Reasonable Precautions

If in relation to any claim You fail to fulfil any of the following conditions, You will lose Your right to indemnity or payment for that claim

You must

- (a) maintain The Premises, machinery, plant and equipment in a satisfactory state of repair
- (b) take all reasonable precautions to prevent
- (i) loss, destruction or damage to Property Insured
- (ii) accident or injury to any person or loss, destruction or damage to their property
- (c) comply with all legal requirements and safety regulations and conduct The Business in a lawful manner
- (d) keep books with a complete record of purchases and sales.

(12) Reinstatement

When We decide, or are required to reinstate or replace any property You will, at Your expense provide

- (a) plans
- (b) documents
- (c) books
- (d) information

which We require.

We will not be obliged to reinstate property exactly but only in a satisfactory manner as circumstances allow.

Policy Conditions Property Damage and Public Liability continued

The maximum amount We will pay in respect of one item is the Sum Insured.

(13) Subrogation

Anyone making a claim under this policy must, at Our request and expense, do everything We reasonably require to

(a) enforce a right or remedy
or

(b) obtain relief or indemnity from other parties to which We will become entitled or subrogated because of payment for or making good loss, destruction, damage, accident or injury.

We may require You to carry out such actions before or after We make any admission of or payment of a claim.

(14) Suspension of Cover

Applicable to the Employers' Liability Section and Public and Products Liability Section

We may, at any reasonable time, inspect any property and, in the event of any defect or danger being apparent, We may by written notice to You suspend all Our liability that might otherwise arise from such defect or danger.

(15) Subjectivity

The policy, the application form, statement of fact and/or declaration made by You, and The Schedule, should be read together and form the contract of insurance between You, (The Policyholder,) and Us (Norwich Union.)

- (a) We will clearly state in the Schedule if the Cover provided by the policy is subject to You:
- (i) providing Us with any additional information requested by the required date(s),
 - (ii) completing any actions agreed between You and Us by the required date(s),
 - (iii) allowing Us to complete any actions agreed between You and Us.
- (b) If required by Us, You must allow us access to The Premises, Your Contract Sites and/or The Business to carry out survey(s), within 60 days of the inception or renewal date, unless We agree otherwise in writing.

Upon completion of these requirements (or if they are not completed by the required dates), We may, at our option:

- (i) modify Your premium,
- (ii) issue a mid-term amendment to Your policy or Section terms and conditions,
- (iii) require You to make alterations to the Premises insured by the required date(s),
- (iv) exercise Our right to cancel Your policy,
- (v) leave the policy or Section terms and conditions, and Your premium, unaltered.

We will contact You with Our decision and where applicable, specify the date(s) by which any action(s) agreed need to be completed by You and/or any decision by Us will take effect.

Our requirements and decisions will take effect from the date(s) specified unless and until We agree otherwise in writing. If You disagree with Our requirements and/or decisions, We will consider Your comments and where We consider appropriate, will continue to negotiate with You to resolve the matter to Your and Our satisfaction.

In the event that the matter cannot be resolved:

- (i) You have the right to cancel this policy from a date agreed by You and Us and, providing no claims have been made, We will refund a proportionate part of the premium paid for the unexpired period of cover.
- (ii) We may, at Our option, exercise Our right under Policy Condition **(3) Cancellation**.

Except where stated all other policy and Section terms and conditions will continue to apply.

The above conditions do not affect Our right to void the policy if We discover information material to Our acceptance of the risk. Please refer to the **IMPORTANT** note within The Contract of Insurance page of Your policy booklet.

Professional Indemnity Section

Professional Indemnity Section

Definitions - Professional Indemnity

The following definitions apply to this section and shall keep the same meaning wherever they appear in the

Section

You/Your/The Policyholder/The Insured

- (1) Any individual, partnership, limited liability partnership, company or limited company named in the Schedule or any predecessor in business of such individual, partnership, limited liability partnership, company or limited company as declared to Us.
- (2) Any person named in the Proposal as consultant or former consultant of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.
- (3) Any person who is or has been or who becomes a director, partner, member, principal or Employee of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.
- (4) The estate, heirs, executors, legal or personal representatives of any person or body referred to in (1), (2) or (3) above in the event of their death, incapacity, insolvency or bankruptcy.
- (5) Any person who is or has been or becomes an appointed representative(as defined in the FSA Handbook of Rules and Guidance) but only in respect of work undertaken for or on behalf of any person or body referred to in (1)above.

Approved Person

- (1) A Fellow or Professional Member of the Royal Institution of Chartered Surveyors(RICS),
- (2) A Fellow or Associate of the Incorporated Society of Values and Auctioneers(ISVA),
- (3) A Fellow or Associate of the Architecture and Surveying Institute (ASI),
- (4) A Fellow or Associate of the Faculty of Architects and Surveyors (FFAS),
- (5) A Fellow or Associate of the Royal Institute of British Architects (RIBA),

- (6) A Fellow or Associate of the Royal Incorporation of Architects in Scotland(RIAS),
- (7) Any person who has at least 5 years experience of such work,
- (8) Any other person delegated by You to execute work as part of their training subject always to
 - (i) supervision to be provided by a person qualified in accordance with (1) to (6) above,
 - (ii) agreement in writing having been obtained from Us prior to cover being granted.

Asbestos Inspections

Type 1, 2 or 3 inspections as set out in MDHS100 published by the Health and Safety Executive in connection with Regulation 4 of the Control of Asbestos at Work Regulations2002 (CAWR), or any other comparable inspection, whether of commercial or residential land or property.

Approved Wording

The Royal Institution of Chartered Surveyors' approved wording in force at the beginning of the Period of Insurance.

Bodily Injury

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

Business

- (1) The provision of advice or services by You or on Your behalf which are normally undertaken by members of the Royal Institution of Chartered Surveyors as declared to Us in Your Proposal or as shown in the Schedule as the Business
- (2) Any individual personal appointment held by You but only in respect of advice or services shown in (1) above.

Claim

Demand made against You consisting of or arising from any

- (1) demand, whether oral or in writing, for damages or compensation,
- (2) notice of intention, whether oral or in writing, to commence legal proceedings,
- (3) communication invoking any pre action protocols,
- (4) notification of arbitration, ombudsman or adjudication proceedings.

Professional Indemnity Section continued

Collateral Warranty or Duty of Care Agreement

Any contractual agreement which acknowledges or accepts that You owe a duty of care to, or are or may be responsible for, the losses of any party other than Your direct client to whom You are contracted to provide services.

Computer System

Any

- (1) computer, data processing equipment, media or part thereof,
- (2) system of data storage and retrieval, or communications system, network, protocol or part thereof,
- (3) storage device, microchip integrated circuit, real time clock system or similar device,
- (4) computer software (including but not restricted to application software, operating systems, runtime environments or compilers), firmware or microcode,
- (5) electronic documents utilised in the ownership, security and management of Your electronic communication system, world wide web site, internet site, intranet site, extranet site, or web address.

Documents

Any

- (1) project models or displays,
- (2) deeds, wills or agreements,
- (3) maps, plans, records, photographs, negatives, calculations or drawings,
- (4) written or printed books, letters, certificates, documents or forms of any nature whatsoever,
- (5) computer software, files, documents and systems records,

which are Your property or are under Your custody or control.

This definition shall not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.

Employee

- (1) Any person who is or has been under a contract of service or apprenticeship with You.
- (2) Any person who is or has been

- (a) self employed,
- (b) a voluntary helper,
- (c) engaged under a work experience or training scheme,
- (d) seasonal or temporary personnel,
- (e) agency staff,

while working under Your control in connection with the Business.

Financial Services

The

- (1) buying or selling, subscribing for or underwriting of, or offering to do so, either as principal or agent;
- (2) giving or offering to give advice or information about;
- (3) inducement to invest in;
- (4) managing or offering to manage;

any savings, investment, insurance or pension product or scheme

This definition shall not include

- (1) the provision of advice or information about and the placing or arranging of any general insurance contract (as defined in the Financial Services Authority Handbook)
- (2) provision of advice or information about and the placing or arranging of any loan secured upon residential property by a first legal mortgage unless the borrower enters into any investment or pension product associated with repayment of the loan

Limit of Indemnity

The maximum amount, stated in the Schedule, which We will pay in respect of any one Claim.

But note that all Claims arising directly or indirectly from one source or originating cause shall be treated for the purposes of the Limit of Indemnity as a single Claim.

Any dishonesty or fraud committed by a person or persons acting in concert shall be treated as one Claim.

Other Costs

All costs and expenses incurred in the investigation, defence or settlement of any Claim in so far as those costs and expenses have been incurred with Our written consent.

Professional Indemnity Section continued

Pollution

Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.

This definition shall not include pollution or contamination by asbestos

Proposal

Any signed proposal form, renewal declaration, statement of fact and any additional information supplied to Us by You or on Your behalf.

Territorial Limits

The United Kingdom (including the Channel Islands and the Isle of Man) and any other EU member country.

Terrorism

Any act or acts including but not limited to

- (a) the use or threat of force and/or violence and/or,
- (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means,

caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part for political, religious, ideological or similar purposes

Cover

We will indemnify You

- (1) in respect of any Claim arising out of the conduct of Your Business, first made against You and notified to Us during the Period of Insurance, for any civil liability including claimants costs and expenses.
- (2) for any awards made against You by an ombudsman (including the Ombudsman for Estate Agents) who has accepted a case for review in his position as ombudsman under any recognised scheme where the Claim is first made against You and notified to Us during the Period of Insurance.

We will not provide indemnity under this clause for any case which has not been accepted for formal review in accordance with the defined terms of reference of any recognised ombudsman scheme,

Our liability under this clause shall not exceed £250,000 in respect of any single award or in respect of a series of awards attributable to the same original cause.

If an award is rejected by the claimant who then pursues the matter through the courts, both the complaint to the ombudsman and all subsequent court proceedings shall be treated as a single Claim.

- (3) for any award by an arbitrator (including an arbitrator appointed under the prescribed rules of the Surveyors and Valuers Arbitration Scheme), arising from any Claim or complaint made against You which would have fallen to be dealt with under the terms of this policy.

We will not be liable for any award made in respect of any Claim where these at of arbitration is located outside the United Kingdom unless We have specifically agreed otherwise.

- (4) for any decision by an independent adjudicator appointed to resolve dispute in accordance with the Scheme for Construction and Regeneration as contained in the Housing Grants Construction and Regeneration Act 1996.

We will not provide indemnity unless such award arose from a Claim or complaint made against You which would otherwise have fallen to be dealt with under the terms of this policy, notwithstanding its referral to the arbitrator or adjudicator.

- (5) notwithstanding Exception 17, for any Claim, first made against You and notified to Us during the Period of Insurance, for any civil liability solely arising from a negligent act, negligent error or negligent omission committed by You in the conduct of Your Business. Provided always that, We will not provide indemnity in respect of any Claim arising

1. directly or indirectly from Asbestos Inspections carried out by You
2. out of or in any way involving any Bodily Injury or fear of Bodily Injury.

Our total liability under this clause, which is inclusive of and not in addition to the Limit of Indemnity, in respect of any one Claim or in total for all Claims (including claimant's costs and expenses another Costs) is £250,000 during anyone Period of Insurance.

Our total liability under this policy shall not, save in the circumstances stated under the Additional Clauses section, exceed the Limit of Indemnity.

Professional Indemnity Section continued

Additional Clauses

In addition to the Limit of Indemnity

(1) Accountants Fees

We will pay on Your behalf any accountants fees incurred with Our prior written consent, to substantiate the amount of any loss referred to in Additional Clause 3 of this policy.

Our total liability under this clause shall not exceed £15,000 in all any one Period of Insurance.

(2) Documents

We will pay all reasonable costs and expenses incurred by You in replacing, restoring or reconstituting Documents, lost or damaged in the conduct of Your Business provided the loss or damage is suffered and first discovered by You and notified to Us during the Period of Insurance.

Our total liability under this clause shall not exceed £50,000 for any one occurrence and £200,000 in all in any one Period of Insurance.

We will not provide indemnity in respect of any loss or damage to Documents which are stored on a Computer System, unless such Documents are duplicated with the intention that in the event of loss or damage the duplicate can be used as the basis for restoring the Documents to their original status.

(3) Fidelity

We will indemnify You for any loss of Your own money or property (other than Employees' money or property) as a result of any dishonest or fraudulent act committed by any Employee acting alone or in collusion with others.

Provided that any loss is first discovered by You and notified to Us during the Period of Insurance.

Our total liability under this clause shall not exceed £250,000 or the amount stated in the Schedule as the Limit of Indemnity, whichever is the lesser, in all in any one Period of Insurance.

We will not provide indemnity:

- (1) to any person committing or conspiring to commit or condoning any such loss;
- (2) for any loss arising from any dishonest or fraudulent act committed by any Employee after the discovery, by You, in relation to that Employee, of reasonable cause for suspicion of any dishonest or fraudulent act;

- (3) for any loss of a consequential nature including but not limited to, potential income, profit, interest or dividends, not realised by You;
- (4) for any loss of or damage to, proprietary information, trade secrets, confidential processing methods, intellectual property or confidential information of any kind;
- (5) for any costs, fees and expenses incurred by You in establishing either the existence or amount of any loss other than as specifically indemnified under Additional Clause 1
- (6) in respect of any loss caused by any Employee or in which any Employee colluded whose normal place of employment or service is outside the United Kingdom(including the Channel Islands and the Isle of Man)
- (7) unless Your annual accounts are prepared or certified by an independent and properly qualified accountant or auditor.
- (8) in respect of the first £500, or any lesser amount for which a loss maybe settled under this clause

(4) Estate Agents and Health and Safety Legislation

We will pay on Your behalf any reasonable costs and expenses incurred with Our prior written consent in dealing with an investigation and the defence of any proceedings first brought against You and notified to Us during the Period of Insurance under

- (a) Property Misdescriptions Act 1991,
- (b) The Health & Safety at Work etc Act 1974,
- (c) The Health & Safety at Work(Northern Ireland) Order 1978,
- (d) The Estate Agents Act 1979,
- (e) The Construction (Design & Management) Regulations 1994,
- (f) Any similar legislation to, or re-enactment of, the above.

Our total liability under this clause shall not exceed £150,000 in all in any one Period of Insurance.

We will not provide indemnity

- (1) unless We believe that defending such proceedings could protect You against any concurrent or subsequent Claim arising from Your Business,
- (2) in respect of any criminal penalties or fines.

Professional Indemnity Section continued

(5) Other Costs

We will pay Other Costs. Provided that if the amount paid to dispose of a Claim exceeds the Limit of Indemnity, Our liability for Other Costs will only be the proportion which the Limit of Indemnity bears to the total amount paid to dispose of such Claim.

(6) Payment for Court Attendance

We will compensate You, subject to Our prior written consent, if You are attending court as a witness in connection with a Claim for which You are entitled to indemnity under this policy.

The maximum We will pay is £300 per person per day. Our total liability, under this clause, shall not exceed £15,000 in all in any one Period of Insurance.

(7) Representation Costs

We will pay on Your behalf any reasonable costs and expenses incurred by You for representation at properly constituted hearings, tribunals or proceedings provided that

- (a) such costs and expenses are incurred with Our prior written consent,
- (b) the subject of the hearing, tribunal or proceeding may become a Claim under this policy.

Our total liability under this clause shall not exceed £15,000 in all in any one Period of Insurance.

Exceptions - Professional Indemnity

We will not provide indemnity in respect of any Claim arising directly or indirectly

- (1) from or caused by any dispute between You and any present or former Employee or any person who has applied for or been offered employment with You.
- (2) any Claim arising directly or indirectly from or caused by
 - (a) any Bodily Injury of any Employee whilst in the course of their employment with You,
 - (b) any other Bodily Injury or loss of or damage to property unless arising from any actual or alleged breach of duty in the performance of Your Business.
- (3) any Claim arising out of or caused by any
 - (a) acceptance of or guarantee of fitness for purpose where this appears as an express term,
 - (b) express guarantee,
 - (c) express contractual penalty,

(d) acceptance of liability for liquidated damages, unless such liability would have attached to You in the absence of the features listed above.

- (4) any fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.
- (5) any Claim arising directly or indirectly from or caused by the supply of any goods by You or any products manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by You. This exception does not apply to project models or displays
- (6) any Claim brought by any entity
 - (a) in which You exercise a controlling interest, which exercises a controlling
 - (b) interest over Your business by virtue of having a financial or executive interest in You, unless such Claim arises from or is caused by a claim made against such entity by an independent third party.
- (7) any Claim made against You in Your capacity as a director, officer or trustee unless arising out of the professional conduct of Your Business.
- (8) any Claim arising directly or indirectly from any
 - (a) pension or Employee scheme,
 - (b) trust fund,
 - (c) stocks, shares or securities, established or maintained to provide benefits to You or Your Employees.
- (9) any trading losses or trading liabilities incurred by any business managed by or carried on by You.
- (10) any Claim arising directly or indirectly from or caused by Your insolvency or bankruptcy. This exception shall not apply to any Claim that otherwise would be indemnified by this policy but for Your insolvency or bankruptcy.
- (11) any Claim arising directly or indirectly from or caused by the ownership, possession or use, by You or on Your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.
- (12) any Claim arising directly or indirectly from or caused by the ownership, possession or use, by You or on Your behalf, of any buildings, structures, premises or land or that part of any building

Professional Indemnity Section continued

leased, occupied or rented by, oriented to, You or any property (mobile or immobile) of Yours.

(13) any Claim where You are entitled to indemnity under any other policy excepting respect of any excess beyond the amount which would have been payable under such insurance had this policy not been effected.

(14) any Claim or circumstance that might give rise to a Claim which

(a) has been notified to and accepted under any other insurance attaching prior to the inception of this policy,

(b) You were or should after reasonable enquiry have been aware of prior to the inception of this policy.

(15) any Claim

(a) instituted or pursued in the United States of America, its territories and/or possessions or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise),

(b) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply,

(c) which involves the enforcement or attempted enforcement of judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.

(16) any Claim arising directly or indirectly from or caused by Pollution. This exception shall not apply where any Claim or loss arises from Your negligent

(a) structural design,

(b) structural specification,

(c) failure to report a structural defect in a property,

provided that the indemnity shall apply only to that part of any Claim which relates to the cost of re-designing, re-specifying, remedying or rectifying the defective structure but shall not apply to any cost of remedying or rectifying loss of or damage to the environment or any loss of value.

(17) any Claim arising directly or indirectly from, related to, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether

alleged or actual other than as specifically indemnified under Cover Clause (5).

(18) any Claim arising directly or indirectly from or caused by any survey or valuation unless it was undertaken by unapproved Person.

(19) any Claim arising directly or indirectly from or caused by the transmission or receipt of a computer virus, program or code that causes loss of or damage to any Documents or Computer System or prevents any Computer System from performing or functioning accurately or properly.

(20) any Claim of whatsoever nature arising directly or indirectly from or caused by the failure or inability or any alleged failure or inability of any Computer System, whether Your property or not, at any time to achieve any or all of the purposes and consequential effects intended by the use of any number, symbol or word to denote a date, including without limitation, the failure or inability to recognise, capture, save, retain or restore and/or correctly to manipulate, interpret, transmit, return, calculate or process any date, data, information, command, logic or instruction as a result of

(a) recognising, using or adopting any date, day of the week or period of time, other than the true or correct date, day of the week or period of time,

(b) the operation of any command or logic which has been programmed or incorporated into any Computer System.

(21) any liability of whatsoever nature directly or indirectly caused by or contributed to y or arising from

(a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,

(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

(22) any Claim or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event

Professional Indemnity Section continued

- (a) war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, a military uprising or usurped power,
- (b) Terrorism,
- (c) any action taken in controlling, preventing, suppressing or in anyway relating to (a) and/or (b) above.

In any action, suit or other proceedings, where we allege that by reason of this definition any consequence whatsoever resulting directly or indirectly from or in connection with (a) and/or (b) above regardless of any other contributory cause or event is not covered by this policy, the burden of proving that any consequence whatsoever resulting directly or indirectly from or in connection with (a) and/or (b) above regardless of any other contributory cause or event is covered shall be upon You.

- (23) any Claims arising directly or indirectly from the provision of Financial Services.
- (24) any Claim arising from the financial return of any investment or the depreciation or loss of investments when such financial return, depreciation or loss is as a result of normal or abnormal fluctuations in any financial, stock, commodity or other markets, which are outside Your influence or control.

This exception does not apply to Your Business in connection with the following:

- (a) survey or valuation of any tangible property for the purpose of any sale, proposed sale,
- (b) purchase or proposed purchase, survey or valuation of any tangible property for insurance or stock valuation purposes.

Conditions - Professional Indemnity

Claims Conditions

If in relation to any Claim or loss You fail to fulfil or observe the requirements imposed upon You by conditions (1), (2), (3) or (4) You will lose Your right to indemnity or payment for that Claim or loss.

- (1) (a) If during the Period of Insurance, regardless of any Excess, You receive any Claim, You shall give written notice to Us as soon as practicable

save in the case of Claims concerning adjudications under the Housing Grants Construction and Regeneration Act 1996, the special provisions concerning which are set out at Conditions (4) below.

All such Claims must, in any event, be notified to Us within 10 working days after the expiry of the Period of Insurance.

- (b) If during the Period of Insurance, regardless of any Excess You,
- (i) become aware of any circumstance that might give rise to a Claim or loss, You shall give written notice to Us of such circumstance as soon as practicable or
- (ii) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director, partner, or Employee of Yours, whether giving rise to a Claim or loss or not, You shall give written notice to Us of such discovery as soon as practicable or discover any loss of damage to Documents, You shall give written notice to Us of such discovery's soon as practicable;

provided always that any such written notice under any part of Condition 1(b) is received by Us during the Period of Insurance.

Any Claim or loss subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstance was first received by Us.

**Any written notice should be sent to:
The Claims Manager,
Norwich Union Professional Risks,
PO Box 196,
Technology Park,
DUNDEE DD1 9QL.**

Tel. 01382 593634 Fax. 01382 561460

Email : delauth@norwich-union.co.uk

- (2) In the event of a Claim or the discovery of a circumstance that might give rise to a Claim, regardless of any Excess or the provisions of any complaints handling procedure, You must not admit liability for or settle any Claim or incur any related costs or expenses without our written consent.

Professional Indemnity Section continued

- (3) In the event of a Claim or loss or the discovery of a circumstance that might give rise to a Claim, We will be entitled, at Our own expense at any time, to takeover and conduct in Your name the defence or settlement of any such Claim or loss.

If We do take over and conduct the defence or settlement of any such Claim or loss You shall give Us all such information and assistance as We may reasonably require and that is in Your power to provide.

Without prejudice to the generality of the above, Your duty to assist Us includes

- (a) providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued,
 - (b) allowing Us to present the best possible defence of a Claim within the time constraints available,
 - (c) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a loss,
 - (d) ensuring the payment, on demand, of the Excess in conjunction with the terms of any settlement agreed by us.
- (4) As regards Claims concerning adjudications under the Housing Grants Construction and Regeneration Act 1996, We will not provide indemnity unless You notify Us within 72 hours of receipt of any notice of adjudication,
- (a) the service by You of any notice of adjudication,
 - (b) You becoming aware of any circumstance which may give rise to notice of adjudication being served on You.

General Conditions

- (5) If you make any claim for indemnity under this policy knowing the same to be false or fraudulent as regards to the amount or otherwise, this policy shall become void and You shall forfeit all benefit hereunder. If required by Us, previous payments made under this policy shall be refunded by You.
- (6) In connection with any Claim, We may at any time pay You the amount of the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such

Claim) or any lesser amount for which We believe that such Claim can be settled and thereupon We shall relinquish the control of such Claim and be under no further liability in connection therewith except for costs and expenses incurred prior to the date of such payment and for which We may be responsible under this policy.

- (7) The Limit of Indemnity and the Excess apply to all of You jointly. If more than one insured is named in the Schedule the total amount We will pay will not exceed the amount We would be liable to pay to any one of You.

- (8) If any settlement is made by Us to You under the terms of this policy, You grant to us all rights of recovery that You would have had against any parties from whom a recovery may be made and You will take all reasonable steps to preserve and not to prejudice such rights.

We agree to waive any rights of recovery against You unless liability has resulted, in whole or in part, from any act or omission which is dishonest, fraudulent, criminal or malicious.

- (9) A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

- (10) This policy is governed by the law of England and Wales and the courts of England and Wales are to have exclusive jurisdiction for hearing and determining any litigation arising out of or in connection with the interpretation of this policy.

- (11) This policy, its endorsements and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy, endorsements or the Schedule shall bear the same meaning wherever it may appear unless the contrary is indicated.

- (12) You shall not be required

- (a) to contest any legal proceedings,
- (b) to take steps to effect recovery from any person committing or conspiring to commit or condoning any dishonest or fraudulent act (or from the personal representatives of such person) including the taking of legal proceedings against such person,

Professional Indemnity Section continued

unless a senior barrister (to be mutually agreed upon between You and Us) shall advise that such action has a reasonable prospect of success.

Special Conditions

Special Conditions (1), (2) and (3) only apply if You are a member of the Royal Institution of Chartered Surveyors.

- (1) Where there has been non-disclosure or misrepresentation of facts or untrue statements in the Proposal and provided always that You establish to Our reasonable satisfaction that such alleged non-disclosure, misrepresentation of fact or untrue statements were free of any fraudulent conduct or intent to deceive, We shall not exercise Our right to avoid this policy.

Where such non-disclosure or misrepresentation has prejudiced Our consideration of terms under this policy, We shall be entitled to charge inappropriate additional premium in light of such prejudice.

However, in any case of a Claim first made against You during the Period of Insurance where

- (a) You had previous knowledge of the circumstance which might give rise to such Claim
and
(b) You should have notified the same under any preceding insurance

then where the indemnity or cover under this policy is greater or wider in scope than that to which You would have been entitled under such preceding insurance We will only be liable to afford indemnity to such amount and extent as would have been afforded to you by such preceding insurance.

Where Your breach of or non-compliance with any condition of this policy has resulted in prejudice to the handling or settlement of any Claim or loss, We shall be entitled to reduce the indemnity afforded by this policy in respect of such Claim or loss (including Other Costs) to such sum as in Our reasonable opinion would have been payable by Us in the absence of such prejudice.

In the event of any dispute or disagreement between You and Us regarding the application of this Special Condition, such dispute or disagreement shall be referred by either party for arbitration 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.

- (2) Any dispute or disagreement between You and Us as to the correct interpretation of the Business under this policy 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.
- (3) In any dispute in connection with the cover, conditions, exceptions or limits of this policy, it is specifically understood and agreed that the cover, conditions, exceptions and limits of the Approved Wording shall take precedence over any cover, conditions, exceptions or limits contained herein which are less favourable to You.

