



## Policy Documentation



## CHARTERED SURVEYORS & PROPERTY PROFESSIONALS POLICY SCHEDULE

**Policy Number:**

**The Insured:**

**Address:**

**Professional Business:** Surveyors and as defined in the Proposal Form

**Period of Insurance:** From:  
To:  
both days inclusive

**Premium Breakdown**

**Section A – Professional Indemnity:** GBP

**Applicable Taxes:** GBP

**Total Premium Payable:** GBP

**Proposal Form Dated:**

**Declaration Dated:**

**Payment Terms:** Within 60 Days of Inception of this Policy

**Signed by Omnyy LLP on behalf of Insurers as noted in each applicable Section.**

Dated

## SECTION A PROFESSIONAL INDEMNITY INSURANCE

<b>Limit of Indemnity:</b>	GBP	any one claim, costs in addition
<b>Excess:</b>	GBP	each and every claim
<b>Premium:</b>	GBP	
<b>Applicable Taxes:</b>	GBP	
<b>Total Premium:</b>	GBP	
<b>Written Line:</b>	%	
<b>Wording:</b>	Omnyy Surveyors PII vSept2020	
<b>Endorsements:</b>		

<b>Territorial Limits:</b>	Worldwide Excluding USA & Canada
<b>Jurisdictional Limits:</b>	Worldwide Excluding USA & Canada
<b>Law Applicable to Contract Disputes:</b>	England & Wales
<b>Jurisdiction Applicable to Contract Disputes:</b>	England & Wales
<b>Retroactive Date:</b>	
<b>The Underwriters:</b>	Omnyy LLP writing on behalf of:

**Binding Authority attaching to:**

## IMPORTANT INFORMATION

**These notes do not form part of your contract of insurance and are issued for your assistance.**

This document details the cover provided under the contract of insurance between the **Insured** and the **Underwriters**, and it is essential for you to read it thoroughly to familiarise yourself with the terms and conditions, limitations, and exclusions specified herein.

Please advise your broker, intermediary or agent immediately if you consider that the cover is not correct or does not meet your requirements.

### **Who We Are**

Omnyy LLP is a limited liability partnership registered in England & Wales at The St Botolph Building, 138 Houndsditch, London, EC3A 7AG. Company number: OC359366. Omnyy LLP and the Lloyd's Managing Agents of the Syndicates on whose behalf we underwrite are authorised and regulated by the Financial Conduct Authority (FCA). A list of the Designated Members of Omnyy LLP is available for inspection at the registered office.

Your policy is administered by Omnyy LLP and underwritten by Accelerant Insurance Limited.

Accelerant Insurance Limited is a company registered in Malta (Company number C92407) with registered office at SOHO, The Strand, Office 2, Fawwara Building, Triq L-Imsida, Gzira GZR 1401, Malta. Accelerant Insurance Limited is authorised under the Insurance Business Act (Cap. 403 of the Laws of Malta) to carry on general business and is regulated by the Malta Financial Services Authority.

## DUTY OF FAIR PRESENTATION

In accordance with Section 3 of the Insurance Act 2015, you must have made a fair presentation of the risk to the **Underwriters** prior to entering into this contract.

In summary you must:

- (a) disclose to the **Underwriters** every material circumstance which you know or ought to know. Failing that, you must give the **Underwriters** sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
- (b) make the disclosure in clause (a) above in a reasonably clear and accessible way; and
- (c) ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

The duty of fair presentation is a continuing obligation and applies when there are changes in your circumstances which materially affect the risk or relate to compliance with a warranty or condition in the policy. You must notify your broker, intermediary or agent of any such changes as soon as you become aware of them.

In the event that there is a breach of the duty to make a fair presentation of the risk, the **Underwriters** will have various remedies available to them under the Insurance Act 2015. If you are in any doubt as to the scope of the duty of fair presentation or whether any information is material and ought to be disclosed, please contact your insurance intermediary.

## CLAIMS AND COMPLAINTS

IN RESPECT OF SECTION A OF THIS POLICY DOCUMENT:

### HOW TO MAKE A CLAIM

It is vitally important for you to appreciate that this insurance is underwritten on a “claims made” basis. This means that any **Claims** are dealt with under the terms of the contract of insurance in force at the time the **Claim** or **Circumstance** is notified and not the one that was in force at the time of the original error or omission that has led to the **Claim**.

In the event that you wish to make a **Claim** please notify the following, in writing:

Reynolds Colman Bradley LLP  
4<sup>th</sup> Floor  
4 Colston Avenue  
Bristol  
BS1 4ST

Tel: +44 (0) 117 332 0769  
Web: [www.rcblip.com](http://www.rcblip.com)  
Email: [omnyyclaims@rcblip.com](mailto:omnyyclaims@rcblip.com)

Notice to the **Underwriter** shall be deemed to have been properly made if received in writing by the above.

### HOW TO MAKE A COMPLAINT

We aim to provide our clients with a high standard of service. Consequently, should we fail to meet your expectations; we will aim to resolve your concerns promptly and fairly.

If you have an enquiry or a complaint arising from a claim made on your policy please contact Reynolds Colman Bradley LLP:

Compliance Officer for Legal Practice  
Reynolds Colman Bradley LLP  
Bury House  
Bury Street  
London  
EC3A 5AR

Tel: +44 (0) 20 7220 4700  
Email: [info@rcblip.com](mailto:info@rcblip.com)

If you have an enquiry or a complaint about the policy or the service we offer please contact Omnyy LLP:

Compliance Department  
Omnyy LLP  
9th Floor  
John Stow House  
18 Bevis Marks  
London  
EC3A 7JB

Tel: +44 (0) 20 7933 2100  
Email: [complaints@omnyy.com](mailto:complaints@omnyy.com)

When making a complaint, please include in any initial correspondence, details of your complaint and policy, including your policy reference number, to enable the enquiry to be dealt with efficiently.

If you remain dissatisfied after your complaint has been considered, or you have not received a final decision within eight (8) weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service:

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange  
London  
E14 9SR

Tel: +44 (0) 800 023 4567  
Fax: +44 (0) 20 7964 1001  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Making a complaint does not affect your right to take legal action.

## SECTION A - PROFESSIONAL INDEMNITY

### INSURING CLAUSES

#### 1 Civil Liability

The **Underwriter** will indemnify the **Insured** up to the **Limit of Indemnity** specified in the **Schedule** in respect of **Claims** first made against the **Insured** during the **Period of Insurance** in respect of civil liability incurred in connection with the conduct of **Professional Business** by the **Insured** and/or by others acting for and/or on behalf of the **Insured**.

This includes liability:

- (a) for claimant's costs and expenses;
- (b) as a result of any decision by an adjudicator appointed to resolve a dispute in accordance with the Statutory Scheme for Construction Contracts or an adjudication clause or rules contained in a contract;
- (c) as a result of any award by an arbitrator or tribunal of arbitrators (whether under the Royal Institution of Chartered Surveyors Dispute Resolution Service or otherwise);

#### 2 Awards by Ombudsmen

The **Underwriter** will indemnify the **Insured** against any award made by an ombudsman in respect of any case accepted by the ombudsman for review in his position as ombudsman under any recognised scheme where the **Claim**:

- (a) is first made against the **Insured** and/or
- (b) arises out of any **Circumstance(s)** which the **Insured** shall first notify during the **Period of Insurance** together with all legal costs and expenses incurred with the prior written and continuing consent of the **Underwriters** (such consent not to be unreasonably withheld or unreasonably delayed or unreasonably withdrawn) in the investigation of such **Circumstance(s)** and the investigation, conduct or settlement of any such **Claim**.

The maximum amount payable by **Underwriters** in respect of:

- (a) any single award made by any ombudsman or
- (b) any series of awards by any ombudsmen attributable to the same originating cause

shall not exceed GBP 355,000 for any single award or series of awards attributable to the same originating cause.

Where an ombudsman makes an award which 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** made at the date of the first **Claim** against the **Insured**.

#### 3 Defence Costs

The **Underwriter** will in addition pay **Defence Costs** in connection with any **Claim** or **Circumstance** that may give rise to a **Claim** under Insuring Clause 1 (Civil Liability).



However, if the amount required to dispose of a **Claim** exceeds the available **Limit of Indemnity** the **Underwriter's** liability for **Defence Costs** in relation to such **Claim** shall be limited to the proportion that the available **Limit of Indemnity** bears to the amount payable to dispose of such **Claim**.

#### 4 Loss of or Damage to Documents

The **Underwriter** will, in the event of loss of or damage to **Documents** occurring in the conduct of the **Professional Business** and advised to the **Underwriter** during the **Period of Insurance**, indemnify the **Insured** in respect of all costs and expenses reasonably incurred by the **Insured** in replacing or restoring **Documents**.

If the **Limit of Indemnity** stated in the **Schedule** is less than GBP 1,000,000, the maximum amount payable will be the **Limit of Indemnity**.

If the **Limit of Indemnity** stated in the **Schedule** is GBP 1,000,000 or more, the maximum amount payable will be GBP 1,000,000.

The **Limit of Indemnity** will apply in the aggregate in respect of all **Claims** notified during the **Period of Insurance**.

Provided that:

- (a) such loss or damage is sustained while the **Documents** are either in transit or in the custody of the **Insured**, or of any person to whom the **Insured** has entrusted them;
- (b) where the **Documents** are in electronic format the **Insured** can demonstrate, to the reasonable satisfaction of the **Underwriter**, that the **Insured** had in place sufficient and proper procedures for the security and the daily back-up of **Documents**;
- (c) the **Underwriter** shall not be liable for loss of or damage to **Documents** arising directly or indirectly from the:
  - (i) transmission or impact of any **Virus**;
  - (ii) unauthorised access to a **System**.

#### 5 Compensation for Court Attendance

In the event of:

- (a) the legal advisers acting on behalf of the **Insured**, with the consent of the **Underwriter**, requiring any principal, partner, **Member**, director or **Employee** of the **Insured** to attend any court tribunal, arbitration, adjudication, mediation or other hearing as a witness; or
- (b) the **Underwriter** requesting the attendance of any principal, partner, **Member**, director or **Employee** as an interested party at any mediation;

in connection with a **Claim** made against the **Insured** and notified under this **Policy**, the **Underwriter** will provide compensation to the **Insured** at the following rates for each day on which attendance is required:

- (a) Any principal, partner, **Member** or director of the **Insured**: GBP 500
- (b) Any **Employee**: GBP 250
- (c) Any other relevant party: GBP 200

The maximum amount payable by **Underwriters** shall not exceed GBP 10,000 in the aggregate in the **Period of Insurance**.

## 6 Mitigation of Losses

The **Underwriter** will indemnify the **Insured** against costs and expenses reasonably incurred with the **Underwriter's** prior written consent (such consent not to be unreasonably withheld or delayed) in respect of any action taken to mitigate a loss, or potential loss, that otherwise would be the subject of a **Claim** under this **Policy**. The onus of proving such loss or potential loss, under this Insuring Clause 6, shall be upon the **Insured** who will be obliged to give prior written notice to the **Underwriter** during the **Period of Insurance** of the intention to take action that will incur such costs and expenses.

## 7 Legal Representation Costs

The **Underwriter** will indemnify the **Insured** for 80 percent of any reasonable costs and expenses, which are not indemnified as **Defence Costs** under Insuring Clause 3, incurred by the **Insured** where:

- (a) prior written consent has been sought from the **Underwriter** (such consent not to be unreasonably withheld or delayed); and
- (b) such costs are not otherwise covered by this policy for representation at properly constituted hearings, tribunals or proceedings in respect of any occurrence arising from the conduct of **Professional Business**; and
- (c) such costs and expenses are first instigated against the **Insured** and notified to the **Underwriter** during the **Period of Insurance** in respect of any circumstance which may be the subject of indemnity under this **Policy**.

Provided that the liability of the **Underwriter** shall not exceed GBP 250,000 in the aggregate during the **Period of Insurance**.

## 8 Statutory Liabilities

The **Underwriter** will indemnify the **Insured** for 80 per cent of any reasonable costs and expenses incurred, with the prior written consent of the **Underwriter** (such consent not to be unreasonably withheld or delayed), for the defence of any proceedings first brought against the **Insured** during the **Period of Insurance** and notified to **Underwriters** during the **Period of Insurance** under the:

- a) The Consumer Protection from Unfair Trading Regulations 2008; and/or
- b) The Business Protection from Misleading Marketing Regulations 2008; and/or
- c) The Estate Agents Act 1979; and/or
- d) The Health and Safety at Work etc Act 1974; and/or
- e) The Health and Safety at Work (Northern Ireland) Order 1978; and/or
- f) The Construction (Design and Management) Regulations 2015; and/or
- g) The Corporate Manslaughter and Corporate Homicide Act 2007; and/or
- h) The Bribery Act 2010; and/or
- i) The General Data Protection Regulation 2016/679 (GDPR); and/or
- j) similar prior or successor legislation to that detailed in (a) to (i) above

but only where, in the **Underwriter's** reasonable opinion, defending such proceedings could protect the **Insured** against any concurrent or subsequent **Claim** arising from **Professional Business** undertaken by the **Insured**.

The maximum indemnity available to the **Insured** shall not exceed £100,000 in the aggregate during the **Period of Insurance**.

## 9 Acquisition or Creation of Subsidiary

If the **Insured** creates or acquires during the **Period of Insurance** a new **Subsidiary** (either directly or indirectly), the new **Subsidiary** shall be automatically covered under this **Policy** in relation to any act, error or omission committed, or alleged to have been committed, on or after the date the new **Subsidiary** was created or acquired by the **Insured**.

The **Underwriter** shall not be liable in respect of any **Claim** or loss in relation to any such new **Subsidiary** where:

- (i) the total turnover or gross fee income of the new **Subsidiary** represents more than 20% of the **Insured's** total turnover or gross fee income; and/or
- (ii) the new **Subsidiary** has an office or representation outside of the United Kingdom;
- (iii) the **Professional Business** of the new **Subsidiary** is not the same (or substantially the same) as the **Insured**.

The **Insured** must provide the **Underwriter** with particulars of the new **Subsidiary** as soon as reasonably practicable following the creation or acquisition of the new **Subsidiary**.

Upon specific request by the **Insured**, the **Underwriter** shall consider the provision of retroactive cover for any new **Subsidiary** in respect of any act, error or omission committed, or alleged to have been committed, prior to the date of any such acquisition or creation. If the **Underwriter** agrees to provide such cover it shall be recorded by way of **Endorsement**.

## EXCLUSIONS

The **Underwriter** shall not be liable to indemnify any **Insured** or to make any payment under this **Policy** in respect of any **Claim**, liability or **Defence Costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

### 1 Adjudication and Arbitration

- (a) any decision made against the **Insured** by an adjudicator who was not independent of the parties to the dispute;
- (b) any adjudication arising from an adjudication clause in a contract which contains timetable provisions for adjudication which are more onerous to the **Insured** than those contained in the Scheme for Construction Contracts, referred to in the Housing Grants Construction and Regeneration Act 1996;
- (c) any arbitration award made in respect of any **Claim** or counterclaim where the seat of the arbitration was located outside England Wales Scotland or Northern Ireland, unless that seat was agreed to by the **Underwriter**.

### 2 Asbestos Risks

any **Asbestos Risk**, whether relating directly to, indirectly to, or in consequence of **Asbestos Risk**.

This shall not apply to any such liability arising from any actual or alleged breach of duty in the performance of (or failure to perform) **Professional Business**, provided that no indemnity shall be granted in respect of:

- (a) any liability directly or indirectly resulting from **Asbestos Inspections** carried out by the **Insured**;
- (b) any liability arising out of or in any way involving any **Bodily Injury** or fear of suffering **Bodily Injury**;

The liability of the **Underwriter** for civil liability and **Defence Costs** arising out of all **Claims** notified during the **Period of Insurance** directly or indirectly resulting from **Asbestos Risks** shall not exceed GBP 250,000 in the aggregate.

### 3 Bodily Injury to Employees

any **Bodily Injury** to an **Employee** arising out of and in the course of his or her employment for, or on behalf of, the **Insured**.

### 4 Contractual Liability

Any contractual liability incurred by the **Insured** in the conduct of **Professional Business** carried on by the **Insured** as a result of:

- (i) the acceptance by the **Insured** of an obligation, or the guarantee by the **Insured**, of fitness for purpose where this appears as an express term;
- (ii) any express guarantee given by the **Insured** including any relating to the period of a project;
- (iii) any express penalty contained in a contract between the **Insured** and a third party;
- (iv) any express acceptance by the **Insured** of liability for liquidated damages.

- (a) Any liability that arises in consequence of any assignment of a **Collateral Warranty or Duty of Care Agreement** to more than one party except in the case of a **Collateral Warranty or Duty of Care Agreement** given to a financier or funding party (not a purchaser or tenant) where a total of two assignments is permissible. This sub-clause is only applicable to contractual liabilities entered into on or after 1 October 2001.

This exclusion (4.1 and 4.2 above) shall not apply if liability would have attached to the **Insured** in the absence of any such express agreement, or if

- (i) **Underwriters** have expressly approved the contractual terms giving rise to the said liability; or
  - (ii) in the case of a **Collateral Warranty or Duty of Care Agreement**, the British Property Federation or Construction Industry Council's current or former standard collateral warranty wording is used.
- (b) any liability incurred where the **Insured** has relied upon the EWS 1 form (or as revised) and the valuation report does not exclude liability to the lender or any person deriving title to the mortgage for any losses or potential losses arising directly and solely from the valuation being provided in reliance upon the EWS 1 form.

This exclusion (4.3 above) shall apply to all valuations undertaken on or after 01 May 2020.

## 5 Controlling Interest

any **Claim** made against the **Insured** by:

- (a) any entity in which the **Insured** or any partner, **Member** or director, or any combination of partners, **Members**, or directors of the **Insured**, exercises or has exercised a controlling interest; or
- (b) any entity exercising a controlling interest over the **Insured** by virtue of their having a financial or executive interest in the operation of the **Insured**;

unless such **Claim** emanates from an independent third party.

## 6 Directors' and Officers' Liability

any **Insured** in their capacity as a director, officer or trustee in respect of the performance or non-performance of their duties as a director, officer or trustee.

## 7 Dishonesty

any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person.

Furthermore, no indemnity shall be given to any person committing, condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature.

## 8 Employment

any liability to any **Employee**, former employee or prospective employee, in respect of employment related libel, slander, humiliation or defamation, wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, harassment, discrimination or like conduct.

**9 Financial Services**

any **Claim** arising out of any Regulated Activities as defined in the Financial Services and Markets Act 2000, and as amended from time to time. This Exclusion will not apply to mortgage mediation activity and insurance mediation activity relating to general insurance contracts only for which the **Insured** has permission pursuant to Part IV of the Financial Services and Markets Act 2000.

**10 Excess**

The **Insured's Excess**, as stated in the **Schedule**.

**10 Fines Penalties and Punitive Damages etc.**

any fines, penalties, punitive exemplary or aggravated damages where such damages have been identified separately within any award of a court or the multiple portion of any multiplied damage award.

**11 Insolvency of the Insured**

any insolvency or bankruptcy of the **Insured**

Provided that this shall not apply to any **Claim** for which the **Insured** would otherwise be indemnified by this **Policy** but for the insolvency or bankruptcy of the **Insured**.

**12 Malicious or Reckless Behaviour**

any **Claim** arising from malicious and/or reckless behaviour.

**13 Market Fluctuation**

any **Claim** relating to 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 the influence or control of the **Insured**.

It is understood and agreed that this exclusion will not apply to **Professional Business** of the **Insured** in connection with the survey or valuation of any tangible property.

**14 Nuclear Risks**

any:

- (a) Ionising, radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**15 Ombudsman**

Any ombudsman's awards except to the extent covered under Insuring Clause 2 (Awards by Ombudsmen).

**16 Other Policies**

Any **Claim** where the **Insured** is entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such policy had this policy not been effected.

**17 Pollution**

any **Claim** arising directly or indirectly from **Pollution**.

However, this shall not apply to any such **Claim** arising from any actual or alleged breach of duty in the performance of (or failure to perform) **Professional Business**, provided that:

- (a) no indemnity shall be granted in respect of any such **Claim** directly or indirectly resulting from an **Environmental Audit** carried out by the **Insured**;
- (b) except as provided in (c) below, the liability of the **Underwriter** for civil liability and **Defence Costs** arising out of all such **Claims** notified during the **Period of Insurance** shall be the amount stated as the **Limit of Indemnity** in the **Schedule** but shall apply in the aggregate and not any one **Claim**;
- (c) where such **Claim** arises from the **Insured's** negligent structural design or specification, or failure to report a structural defect in a property, and relates solely to the cost of re-designing, re-specifying, remedying or rectifying the defective structure, then the liability of the **Underwriter** in respect of any one **Claim** shall not exceed the **Limit of Indemnity**.

For the purposes of this Exclusion, **Asbestos** is deemed not to be a contaminant or a pollutant.

**18 Previous Claims or Circumstances**

Any Claim:

- (a) the **Insured** was or should have been aware of prior to the inception of this policy (including any **Claim** notified under any insurance which was in force prior to the inception of this policy and accepted as notified by the insurer of that policy);
- (b) arising out of any **Circumstance** which has been notified under any insurance which was in force prior to the inception of this policy and the insurers of that policy have accepted that the **Circumstance** was properly notified to that policy;

provided that this exclusion shall not reduce the rights of the **Insured** under (or otherwise affect the application of) the Special Institution Condition (General Condition 7).

**19 Retroactive Date**

any **Claim** or loss, otherwise eligible for indemnity under this **Policy**, where the cause of such **Claim** or loss occurred or was alleged to have occurred prior to any **Retroactive Date**.

**20 Supply of Goods**

any **Claim** arising out of the supply of any goods by the **Insured**, or products manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by the **Insured**. Provided this Exclusion shall not apply to project models or displays.

## 21 Surveys or Valuations

any **Claim** arising as a result of any survey or valuation unless it was undertaken by:

- (a) a Fellow or Professional Member or Technical Member or Associate Member of the Royal Institution of Chartered Surveyors (RICS); or
- (b) a Fellow or Associate of the Incorporated Society of Valuers and Auctioneers (ISVA); or
- (c) a Fellow or Associate of the Architects and Surveyors Institute (ASI); or
- (d) a Fellow or Associate of the Faculty of Architects and Surveyors (FFAS); or
- (e) a Fellow or Associate of the Royal Institute of British Architects (RIBA); or
- (f) a Fellow or Associate of the Royal Incorporation of Architects in Scotland (RIAS); or
- (g) a person registered as an architect with the Architects Registration Board; or
- (h) a RICS Registered Valuer in accordance with the RICS Valuation Standards; or
- (i) a person with not less than five years' experience of such work; or
- (j) any other person delegated by the **Insured** to execute such work subject to:
  - (i) the work being supervised by a person in any of categories 1) to 9) above; or
  - (ii) prior written agreement having been obtained from the **Underwriter**.

## 22 Trading Losses

any **Claim** arising out of, or in connection with, any trading losses or liabilities incurred by the **Insured** or any business managed by or carried on by the **Insured**.

## 23 Transportation or Property

the ownership, use, occupation or leasing of mobile or immobile goods or property by, or on behalf of, the **Insured**.

## 24 USA and/or Canada

- (a) damages or other monetary awards, judgments or negotiated settlements, claimant's costs and expenses and **Defence Costs** connected with or arising out of any **USA and/or Canada Claim**.
- (b) the enforcement, upholding or registration against the **Insured** by any arbitrator, tribunal or court outside **USA and/or Canada** of any damages or other monetary awards, judgments or negotiated settlements, claimant's costs and expenses and **Defence Costs** connected with or arising out of any **USA and/or Canada Claim**.
- (c) the operations of the **Insured** or any principal, partner, **Member**, director, **Employee**, agent, branch, subsidiary or parent company of the **Insured** in **USA and/or Canada**.

## 25 War and Terrorism

any **Claim** arising directly or indirectly out of **War Risks** or **Terrorism**.



## DEFINITIONS

For the purposes of this Professional Indemnity Insurance:

- 1 **Alternate** means  
any individual practitioner partnership limited liability partnership or company who is acting in connection with the arrangements to cover the incapacity or death of a sole practitioner.
- 2 **Asbestos** means  
crocidolite, amosite chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.
- 3 **Asbestos Containing Materials** means  
any material containing **Asbestos** or **Asbestos Dust**.
- 4 **Asbestos Dust** means  
fibres or particles of **Asbestos**.
- 5 **Asbestos Inspections** means  
either a management survey or a refurbishment or demolition survey as described in HSG264 published by the Health and Safety Executive in connection with Regulation 4 of the Control of Asbestos Regulations 2006, or any comparable survey or inspection, whether of commercial or residential land or property.
- 6 **Asbestos Risks** means
  - (a) the presence of **Asbestos**, **Asbestos Dust** or **Asbestos Containing Materials**;
  - (b) the release of **Asbestos dust**;
  - (c) the exposure of persons buildings or property to **Asbestos Dust** or **Asbestos Containing Materials**.
- 7 **Bodily Injury** means  
accidental physical or mental injury, sickness or disease to, or death of, a person.
- 8 **Circumstance** means  
an incident, occurrence, fact, matter, act or omission that might give rise to a **Claim**.
- 9 **Claim** means
  - (a) service of a claim form, counterclaim other additional claim application notice, notice of appeal witness summons, or similar legal document, including an application for any related injunction; or
  - (b) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman; or

- (c) a communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the **Insured** or the assertion of a right against the **Insured**; or
- (d) any communication, in whatsoever form, invoking any Pre-Action Protocols contained in the Civil Procedure Rules.

**10 Collateral Warranty or Duty of Care Agreement** shall mean

Any written agreement that creates a duty of care by the **Insured** to any other party other than the **Insured's** direct client.

**11 Defence Costs** means

all costs and expenses (other than costs incurred in connection with Claims Condition 8(b) which are incurred by the **Underwriter**, or by the **Insured** with the **Underwriter's** written consent, in connection with the defence, investigation or settlement of any **Claim**, or in connection with any circumstances which might give rise to a **Claim**.

The **Underwriter** shall not unreasonably withhold or delay its consent to the incurring of **Defence Costs**.

**12 Documents** means all

- (a) documents (excluding bearer bonds, coupons, bank or currency notes, or other negotiable instruments);
- (b) computer systems records;

that are the property of the **Insured**, or for which the **Insured** is responsible.

**13 Employee** means

any person including any trainee or consultant, volunteer, work experience, temporary or agency staff under a contract of service with the **Insured**, or the **Predecessors**, in respect of the **Professional Business** at the time of any conduct giving rise to a **Claim** against the **Insured** or at the time of any other occurrence which may be the subject of indemnity under this **Policy**.

**14 Endorsement** means

an amendment to the **Policy** terms and conditions, including amendments described as memoranda in the **Schedule**.

**15 Environmental Audit** means

an investigation which is specifically intended to assess whether there is actual **Pollution** present.

**16 Excess** means

the amount for which the **Insured** is responsible in respect of any one **Claim** under the following Insuring Clauses of this policy:

- (a) Insuring Clause 1 (Civil Liability)
- (b) Insuring Clause 6 (Mitigation of Losses)

The **Insured** shall not be responsible for an amount exceeding any maximum amount(s) permitted by the:

- (a) Rules of the National Approved Letting Scheme;
- (b) requirements of any Ombudsman scheme;
- (c) Professional Indemnity Insurance Regulations of the Royal Institution of Chartered Surveyors

applicable at the start of the **Period of Insurance**.

The **Excess** shall not apply to **Defence Costs**.

All **Claims** attributable to the same act, error or omission, or series of acts, errors or omissions, consequent upon or attributable to the same original cause or source, will be regarded as one **Claim**.

**17 Insured means**

the **Insured** as named in the **Schedule**. Each of the following parties will in addition be deemed the **Insured** in respect of **Claims** arising out of the conduct of **Professional Business** carried on by, or on behalf of, the **Insured** as named in the **Schedule** (provided that each shall be subject to the terms of this policy to the extent such terms can apply):

- (a) any current partner, director or member, or former partner, director, or member of the **Insured**;
- (b) any person who may subsequently become a partner, director or member of the **Insured** during the period of insurance;
- (c) any former partner, director or member of the **Predecessors**;
- (d) any retired partner, director or member of the **Insured** remaining as a consultant to the **Insured**;
- (e) any **Employee** or former **Employee**;
- (f) any self-employed person in respect of **Professional Business** undertaken on behalf of the **Insured**;
- (g) those persons named in the **Proposal** by the **Insured** as consultants, or former consultants, and whose names have been accepted by the **Underwriter**;
- (h) any person who is acting on behalf of the **Insured** as an **Alternate**;
- (i) any estate, heirs, executors and/or legal representatives of any of those included in (a) to (g) above in the event of their death, incapacity, insolvency or bankruptcy.

**18 Limit of Indemnity means**

The limit of indemnity as set forth in the **Schedule**.

**19 Member means**

a member of a limited liability partnership as defined under the Limited Liability Partnerships Act 2000.

**20 Microchip** means

a unit of packaged computer circuitry manufactured in small-scale and made for program logic or computer memory purposes and expressly including integrated circuits and microcontrollers.

**21 Period of Insurance** means

the period from the inception to the expiration of this **Policy** as set forth in the **Schedule**.

**22 Policy** means

collectively the terms and conditions of this policy wording, the **Schedule**, and any **Endorsements** attaching thereto.

**23 Pollution** means

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.

**24 Predecessors** means

any person, practice or other firm to which the **Insured** has succeeded.

**25 Professional Business** means

- (a) those services (including the giving of advice) which are undertaken by members of the Royal Institution of Chartered Surveyors (or have otherwise been declared to **Underwriters**) and which are performed by or on behalf of the **Insured** within the **Territorial Limits** other than the completion of the EWS 1 (or as revised) unless specifically declared to, and agreed by, **Underwriters**.
- (b) services performed (including advice given) within the **Territorial Limits** by any **Insured** whilst holding an individual appointment in respect of work connected with the **Insured** where:
  - (i) those services are undertaken by members of the Royal Institution of Chartered Surveyors or have otherwise been declared to **Underwriters**; and
  - (ii) (if a fee was charged) the fee with respect to such services or advice is taken into account in ascertaining the income of the **Insured** and has been disclosed to **Underwriters**.

**26 Proposal** means

the proposal form, **Statement of Fact** and/or any declaration completed in respect of this insurance, including any renewal declaration and any information supplied by, or on behalf of, the **Insured** in addition to, or in substitution for, these documents.

**27 Retroactive Date** shall mean

the date (if any) as set forth in the **Schedule**.

**28 Schedule** means

the form, labelled as such and attached to this **Policy**, which forms a part thereof and contains contract details referred to in the wording.

**29 Statement of Fact** means

the document setting out information provided by the **Insured** and their representative as being relevant to the cover that has been applied for. It also includes assumptions the **Underwriter** has made about factual circumstances relevant to the cover and which are confirmed by the **Insured** as true and correct.

**30 Subsidiary** means

any entity in which the **Insured** holds, directly or indirectly, more than fifty percent (50%) of the issued share capital. Where the **Insured** is a partnership, an entity shall be a **Subsidiary** of the partnership where such holding or right is held for the benefit of the partnership.

**31 System** includes

computers, other computing and electronic equipment linked to computer hardware, electronic data, processing equipment, **Microchips** and anything which relies on a **Microchip** for any part of its operation and includes, for the avoidance of doubt, any computer installation.

**32 Territorial Limits** shall mean

the territory specified as such in the **Schedule** but shall not, in any event, mean or include the **USA and/or Canada**.

**33 Terrorism** means

an act of any person acting on behalf of, or in connection with, any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom, or any government, whether legally established or not.

**34 Underwriter** means

certain Underwriters at Lloyd's and/or other insurance companies as subscribed to this **Policy**, and as stated on the **Schedule**, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

**35 USA and/or Canada** means

the United States of America and Canada, and in each case its territories, possessions and any state or political sub-division thereof.

**36 USA and/or Canada Claim** means

a **Claim** brought against the **Insured** in the **USA and/or Canada**, or which is instituted or pursued before an arbitrator, tribunal or in courts in the **USA and/or Canada** (whether for enforcement of judgment or otherwise), or in which it is contended that the laws of any country, state or political subdivision in **USA and/or Canada** should apply.

**37 Virus** means

programming code or series of instructions designed to achieve an unexpected, unauthorised, or undesirable effect or operation when loaded onto a **System**, transmitted between **Systems** by transfer between computer systems via networks, extranets, internet, electronic mail (or attachments thereto), or via CD-ROMS, USB sticks or otherwise, and whether involving self-replication or not.

**38 War Risks** means

war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## GENERAL CONDITIONS

### 1 Limit of Indemnity and Excess

The **Limit of Indemnity** and the **Excess** apply to all the **Insureds** jointly.

### 2 Combined Claims

Where a number of **Claims** (whether made against or involving one or more persons or entities comprising the **Insured** and whether made by the same or different claimants and whether falling under one or more insuring clauses of this policy) that arise directly or indirectly from the same originating cause, the maximum amount payable by **Underwriters** shall not exceed the **Limit of Indemnity**.

Where the same originating cause gives rise to an entitlement on the part of the **Insured** to indemnity under Insuring Clause 1 and all or any of Clauses 2, 4, 5, 6, 7, 8 and/or 9 of this **Policy**, the maximum amount payable by **Underwriters** shall not exceed the **Limit of Indemnity**.

Where a **Claim** is brought against more than one **Insured** it shall be deemed to be one **Claim** and **Underwriters'** liability shall be the same as if the **Claim** had been brought against one **Insured** only.

### 3 Rights of Recovery

Immediately on the notification of a **Claim** or **Circumstance(s)**, the **Insured** grants to **Underwriters** all rights of recovery against any parties from whom a recovery may be made, and the **Insured** will take all reasonable steps to preserve such rights and will cooperate with **Underwriters** in accordance with Claims Condition 6 (Claims Control & Co-operation). However, **Underwriters** agree to waive any rights of recovery against the **Insured** unless liability has resulted in whole or part from any act or omission on the part of such persons which is dishonest, fraudulent, criminal or malicious.

### 4 Adjudication

The **Insured** agrees:

- (a) subject to a reasonable request by **Underwriters** for permission, to permit **Underwriters** to pursue legal, arbitration or other proceedings in the name of and on behalf of the **INSURED** to challenge, appeal or amend any decision, direction, award or the exercise of any power of an adjudicator or to stay the enforcement of any decision, direction, award or exercise of any power of the adjudicator. The **Insured** will give all such assistance as **Underwriters** may reasonably require in relation to such proceedings.
- (b) not to accept the decision of any adjudicator as finally determining the related dispute without the prior written consent (not to be unreasonably delayed or unreasonably withheld) of **Underwriters**.

### 5 Choice of Law, Disputes and Jurisdiction

This **Policy** shall be governed by and construed in accordance with the laws of England and Wales.

Any dispute between **Underwriters** and the **Insured**:

- (a) as to the correct interpretation of the definition of **Professional Business** under this **Policy**; or
- (b) regarding the application of General Condition 9, Special Institution Condition;

shall be referred by either party for arbitration in accordance with the law and procedure of England and Wales 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.

If the **Insured** and **Underwriters** cannot agree a common course of action with regard to the contesting of any legal proceedings (whether defence or prosecution), the dispute will be resolved by reference to Queen's Counsel of the English Bar to be mutually agreed between **Underwriters** and the **Insured** whose decision shall be binding. In resolving the dispute, the Queen's Counsel shall have due regard to the interests of both the **Insured** and **Underwriters**. In the event of disagreement regarding the appointment of Queen's Counsel, the Queen's Counsel shall be appointed by the Chairman for the time being of the Bar Council. The costs of such an exercise shall be allocated by the agreed or appointed party on a fair and equitable basis.

Save as aforesaid, the Courts of England and Wales are to have exclusive jurisdiction for hearing and determining any dispute arising out of or in connection with this **Policy**.

## 6 **Contracts (Rights of Third Parties) Act 1999**

Any person 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**. This Condition does not affect any right or remedy which exists or would be available but for the operation of that Act.

## 7 **Premium Payment Condition**

- (a) The **Insured** undertakes that the premium due under this **Policy** shall be paid to the **Underwriter** in full within sixty (60) days of the commencement of the **Period of Insurance**.
- (b) If the premium has not been paid to the **Underwriter** in full within sixty (60) days of the commencement of the **Period of Insurance**, the **Underwriter** shall have the right to cancel this **Policy** by giving fifteen (15) days written notice to the **Insured**.
- (c) If the premium is paid to the **Underwriter** in full before the expiration of the notice period specified in 4(b), the notice of cancellation shall be automatically withdrawn. If not, this **Policy** shall automatically terminate at the end of the notice period.
- (d) In the event of cancellation, premium is due to the **Underwriter** for the period that the **Underwriter** is on risk. If, prior to or at the same time as any such cancellation, the **Insured** shall have notified the **Underwriter** of a **Claim** or of any circumstances which may give rise to a **Claim**, no premium refund shall be payable to the **Insured**. If no **Claim** or circumstances have been notified, the premium due to the **Underwriter** shall be on a pro rata basis for the period that the **Underwriter** is on risk.

## 8 **Sanctions**

The **Underwriter** shall be deemed not to provide cover and shall not be liable to pay any **Claim** or provide any benefit under this policy to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the **Underwriter** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Australia or United States of America.



## 9 Special Institution Condition

The Insurance Act 2015 (“the Act”) has introduced a duty on the **Insured** that before the **Insured** enters into a contract of insurance, the **Insured** must make to **Underwriters** a fair presentation of the risk. This clause varies the terms of the Act in relation to the **Underwriters’** remedy for a breach of duty of fair presentation.

1. Where there has been a failure by the **Insured** to comply with their duty to make a fair presentation of the risk to **Underwriters** and such failure would entitle the **Underwriters** to avoid this policy, the **Underwriters** agree only to exercise their right to avoid this policy if the **Insured** has admitted, or **Underwriters** have established by way of a final adjudication in arbitration proceedings between the **Underwriters** and the **Insured** commenced in accordance with General Condition 4 of this policy (including any appeal therefrom), that the **Insured** failed to make a fair presentation of the risk with the intention of misleading or deceiving **Underwriters**. Until such final adjudication (including any appeal therefrom) has been concluded, **Underwriters** shall continue to honour their obligations, and make payment, under the policy.

Where the **Underwriters** exercise their right to avoid the policy under this clause the **Underwriters** may refuse all claims and need not return any of the premium paid by the **Insured**.

2. In any case where there has been a failure by the **Insured** to comply with their duty to make a fair presentation of the risk to the **Underwriters** and where 1. of this Special Institution Condition does not apply:
  - (a) in the case of a **Claim** first made against the **Insured** during the **Period of Insurance** where:
    - (i) the **Insured** had previous knowledge of the **Circumstance(s)** relating to such **Claim**, and
    - (ii) the **Insured** should have notified the same under any preceding policy but did not do so,then, where the indemnity or cover under this policy is greater or wider in scope than that to which the **Insured** would have been entitled under such preceding policy (whether with other insurers or not), the **Underwriters** shall only be liable to afford indemnity to such amount and extent as would have been afforded to the **Insured** by such preceding policy; and
  - (b) regardless of whether or not clause 2(a) applies, where the **Underwriters** can demonstrate that, by reason of the **Insured’s** failure to comply with their duty to make a fair presentation of the risk, the **Underwriters** would not have written the policy, or would have written the policy but on different terms and conditions, then the **Underwriters** shall be entitled to charge a just and equitable additional premium in light of the prejudice caused to the **Underwriters’** interests by such failure to comply with that duty.
  - (c) otherwise, save as set out in 2(a) and 2(b) above, the **Underwriters** shall not be entitled to any remedy by reason of the **Insured’s** failure to comply with their duty to make a fair presentation of the risk where such failure was neither deliberate or reckless.
3. Where the **Insured’s** breach of or non-compliance with Claims Conditions 1, 4, 5 or 6 of this policy has resulted in prejudice to the handling or settlement of any **Claim**, **Underwriters** shall be entitled to reduce the indemnity afforded by this policy in respect of such **Claim** (including **Defence Costs**) to such sum as is just and equitable having regard to the prejudice caused to **Underwriters’** interests by the breach or non-compliance.

**10 RICS Difference In Conditions**

This **Policy** is designed to provide the minimum insurance requirements of the Royal Institution of Chartered Surveyors as per the Approved Minimum Wording other than in respect of:

1. Fire Safety Exclusion(s);
2. Unlimited Aggregate Round the Clock Limit of Liability basis of coverage; or
3. Excess applicable to Defence costs.

However, for the avoidance of doubt, it is specifically understood and agreed that the cover provided by this **Policy** shall be no less favourable and provide no less protection to the **Insured** than the Approved Minimum Wording other than in respect of:

1. Fire Safety Exclusion(s);
2. Unlimited Aggregate Round the Clock Limit of Liability basis of coverage; or
3. Excess applicable to Defence costs.

Any dispute between the **Underwriters** and the **Insured** as to whether the cover under this policy is in any respect less favourable or gives less protection to the **Insured** than the Approved Minimum Wording would, shall be referred by either party for arbitration in accordance with English law and procedure to any person nominated by the President for the time being of the Royal Institution of Chartered Surveyors, whose decision shall be binding on both parties.

## CLAIMS CONDITIONS

### 1 Claims Notification

If during the **Period of Insurance** the **Insured** receives any **Claim**, or any notice of an intention to make a **Claim**, the **Insured** shall give written notice of such **Claim** to the **Underwriter** as soon as reasonably practicable. All **Claims** must be notified to the **Underwriter** no later than ten working days after the expiry of the **Period of Insurance**.

If during the **Period of Insurance** the **Insured** becomes aware of any **Circumstance** which may produce a **Claim** against the **Insured**, the **Insured** shall give written notice of such **Circumstance** to the **Underwriter** as soon as reasonably practicable, irrespective of either the **Insured's** views as to whether a **Claim** would succeed or as to whether the amount of the **Claim** would exceed the **Excess**. All **Circumstances** must be notified to the **Underwriter** prior to the expiry of the **Period of Insurance**. Any **Claim** arising from any **Circumstance** notified to the **Underwriter** in accordance with this Condition shall be deemed to have been made in the **Period of Insurance**.

### 2 Notifications and Adjudications

In order for **Claims** to be accepted under this **Policy** in respect of any adjudication for which indemnity is available under Insuring Clause 1 (Civil Liability) the **Insured** must comply with the following:

- (a) notify the **Underwriter** within 2 working days of receipt of any notice of intention to adjudicate, notice of adjudication, referral notice, or any adjudication notice pursuant to contract; and
- (b) not serve any of the notices referred to in Claims Condition 2(a) without the prior written consent of the **Underwriter** (such consent not to be unreasonably withheld or delayed) unless in the **Insured's** reasonable opinion service of those notices will not give rise to a **Claim** against the **Insured**.

Failure to comply with this Condition will result in the **Claim** being rejected.

### 3 Notification of Reviews by an Ombudsman

In order for **Claims** to be accepted under Insuring Clause 2 of this **Policy**, the **Insured** must give notice to the **Underwriter** in writing within ten working days of it becoming aware that any ombudsman is, or will be, reviewing a case directly affecting the **Insured**.

Failure to comply with this Condition will result in the claim being rejected.

### 4 No Admission of Liability

In the event of a **Claim** or the discovery of **Circumstance(s)**, the **Insured** shall not admit liability, incur any costs or make any offers of settlement in connection therewith or otherwise prejudice the conduct or the defence or settlement of such **Claim** or **Circumstance(s)** without **Underwriters'** prior written consent (such consent not to be unreasonably withheld or unreasonably delayed), regardless of

- (a) the provisions of any complaints handling procedure; or
- (b) whether the amount in dispute is less than the **Excess**.

## 5 Conduct of Claims

Following notification of a **Claim** or notification of any **Circumstance(s)**, **Underwriters** shall be entitled if they so desire to take over and conduct in the name of the **Insured** the investigation, defence or settlement of any such matter. The **Insured** shall co-operate with **Underwriters** and shall give such information and assistance (as set out at clause 6 of this Section below) as **Underwriters** may reasonably require.

## 6 Claims Control & Cooperation

The **Insured** shall give to **Underwriters** all such information and assistance as **Underwriters** may reasonably require and is in the **Insured's** power to provide.

The **Insured** shall co-operate with **Underwriters** and their appointed representatives:

- (a) by providing all such information, assistance, signed statements or depositions as may be required to facilitate compliance with all and any Civil Procedure Rules, Practice Directions and Pre-Action Protocols as may be issued;
- (b) by assisting them to present the best possible defence of a **Claim**;
- (c) by ensuring access to all and any information that **Underwriters** or their representatives may require in the defence of a **Claim** or in the investigation of any **Circumstance(s)**, whether or not privileged;
- (d) by making payment on demand of the **Excess** in order to comply with the terms of any settlement agreed by **Underwriters**;
- (e) by providing all such information, assistance, signed statements or depositions as may reasonably be required to permit **Underwriters** to exercise rights of subrogation;
- (f) by ensuring that all documents of any description (whether kept in paper, magnetic or electronic form) relevant to any **Claim** and any **Circumstance(s)** are preserved in their entirety.

## 7 Disposal of Claims

In connection with any **Claim** against the **Insured**, the **Underwriter** may at any time pay to the **Insured** 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 less amount for which such **Claim** can be settled and thereupon the **Underwriter** shall relinquish the control of such **Claim** and be under no further liability in connection therewith except for **Defence Costs** for which the **Underwriter** may be responsible under this policy in respect of matters prior to the date of such payment.

## 8 Dishonesty and Fraud

If the **Insured** shall make any claim under the policy knowing the same to be false or fraudulent, **Underwriters**:

- (a) are not liable to pay that claim; and
- (b) may recover from the **Insured** all previous payments made by **Underwriters** in respect of that claim; and

- (c) may by notice to the **Insured** treat the policy as having been terminated with effect from the date of such false or fraudulent claim. **Underwriters** shall not be liable to the **Insured** in respect of **Claim** made or the notification of a **Circumstance** from the date of the fraudulent act. Such cancellation will not affect any liability the **Underwriter** may have in respect of any **Claim** notified prior to the notification of such false or fraudulent claim. The **Underwriter** will not be obliged to return any premium.

## DATA PROTECTION INFORMATION NOTICE

### WHO WE ARE

Omnyy LLP is a “data controller” providing regulated insurance services on behalf of Lloyd’s Underwriters and/or Insurers.

### THE BASICS

We collect and use relevant information about you to provide our insurance mediation services to you, including (as applicable) arranging the insurance cover from which you benefit or handling your claims, and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance mediation services we provide to you. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide our insurance mediation services to you, including (as applicable) arranging the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance mediation services that we provide and to the extent required or permitted by law.

### OTHER PEOPLE’S DETAILS THAT YOU PROVIDE TO US

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

### FURTHER DETAILS

For more information about how we use your personal information please see our full privacy notice, which is available online on our website ([www.omnyy.com](http://www.omnyy.com)) or in formats on request.

### CONTACTING US AND YOUR RIGHTS

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact our Data Protection Manager at:

Omnyy LLP  
9<sup>th</sup> Floor, John Stow House,  
18 Bevis Marks,  
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