

PROFESSIONAL INDEMNITY

Surveyors

Whereas the Insured, as defined herein, have made to Underwriters a written proposal bearing the date stated in the Schedule containing particulars and statements which it is hereby agreed are the basis of this Certificate and are to be considered as incorporated herein and have paid the premium stated in the Schedule:-

INSURING CLAUSES

Now we, the Underwriters, to the extent and in the manner hereinafter provided, hereby agree:-

1. To indemnify the Insured against any claim or claims first made against them and notified to the Underwriters during the Certificate period in respect of any Civil Liability whatsoever or whensoever arising (including liability for Claimants' costs) incurred in the course of any Professional Business carried on by or on behalf of the Insured.
2. To indemnify the Insured against any loss or losses which they discover they have sustained and which have been notified to Underwriters during the Certificate period arising out of any dishonest or fraudulent act or omission of any past or present Partner, Director or Employee, of the firm(s) named in the Schedule provided always that:-
 - (i) No indemnity shall be afforded hereby to any person committing or condoning such dishonest or fraudulent act or omission and the sums payable under this Certificate shall be only for the balance of Liability in excess of the amounts recovered from the dishonest or fraudulent person or persons or their estates or legal representatives.
 - (ii) The annual accounts have been prepared and/or certified by an independent Accountant or Auditor.

In addition such loss or losses shall include Accountants' fees incurred as a direct result of such loss up to £10,000 or such amount as arranged and agreed by Underwriters.

3. To indemnify the Insured against any costs and expenses of whatsoever nature incurred by the Insured in replacing or restoring documents (as defined herein) either the property of or entrusted to the Firm(s) contained in the Schedule or in the custody of any person to or with whom such documents have been entrusted, lodged or deposited, having been discovered during the Certificate period specified in the Schedule to be damaged, destroyed, lost or mislaid and which after diligent search cannot be found.
4. The liability of the Underwriters shall not exceed for any one claim under this Certificate the sum specified in the Schedule but Underwriters shall in addition indemnify the Insured in respect of all costs and expenses incurred with their written consent in the defence or settlement of any claim which falls to be dealt with under this Certificate, provided that if a payment in excess of the amount of indemnity available under this Certificate has to be made to dispose of a claim, the Underwriters' liability for such costs and expenses shall be of such proportion hereof as the amount of indemnity available under this Certificate bears to the amount to dispose of that claim.

5. If an amount is specified as the Excess in the Schedule this amount shall be borne by the Insured at their own risk, and Underwriters' Liability shall only be in excess of this amount.

The Excess shall not be applicable to:-

- (i) Claims or losses falling under Insuring Clause 3 of the Certificate.
- (ii) Claims arising out of any libel or slander.
- (iii) Costs and expenses incurred with Underwriters' consent.

6. PROSECUTION DEFENCE COSTS

Underwriters will meet the legal costs and expenses up to but not exceeding the sum stated in the Schedule incurred with their prior written consent, of defending criminal prosecutions brought against the Insured which:

- (i) are notified to Underwriters during the Certificate Period;
- (ii) relate to the conduct of the Insured's business described in the Schedule; and
- (iii) should in the Underwriters' opinion be defended in order to benefit their position or that of the Insured in any actual or potential civil action.

7. HOUSING GRANTS, CONSTRUCTION AND REGENERATION ACT ENDORSEMENT

It is understood and agreed that this Certificate shall not indemnify the Insured in respect of any claim, loss, liability or costs and expenses incurred in connection with any dispute or matter being referred to adjudication.

Notwithstanding the above, it is understood and agreed that the Indemnity provided by this Certificate shall apply to cover the liability of the Insured arising under a decision of an adjudicator relating to claims made against the Insured referred to adjudication in accordance with an adjudication clause contained in a contract ("the Contract") to comply with the Housing Grants, Construction & Regeneration Act 1996 or other similar adjudication clause.

Provided always that as a condition precedent to coverage being afforded hereunder the Insured undertakes additionally to comply with both A and B as follows:

A. CONDITIONS

It is a condition precedent to underwriters' liability under this insurance that the Insured agrees:

- (i) to immediately notify Underwriters within 48 hours of receipt of any "notice of intention to adjudicate" or of the service by the Insured of any "notice of intention to adjudicate" in circumstances which will lead to or are likely to lead to a claim against the Insured being dealt with as a part of the adjudication.
- (ii) to promptly supply Underwriters with all details relating to any reference to adjudication, including copies of all documentation made available to the Insured, or subsequently by the Insured to the adjudicator;
- (iii) to allow Underwriters to appoint advisers and to have conduct of the adjudication as they deem appropriate and to co-operate with Underwriters in the conduct of the adjudication; any appointments made by Underwriters shall be at the Underwriters' expense, but subject always to the application of the excess;
- (iv) to meet any request, direction or timetable of the adjudicator;

- (v) to satisfy Underwriters that any liability incurred under an adjudicator's decision for which indemnity is being sought, is as a direct result of negligence by the Insured in the conduct of their professional activities;
- (vi) not to disclose to anyone the existence of this Certificate without Underwriters' prior written consent.
- (vii) to institute legal proceedings or arbitration in accordance with the terms of the original contract to challenge or reopen or stay the enforcement of such adjudicator's decision if reasonably requested so to do by Underwriters and to allow Underwriters to appoint appropriate advisers as they may deem necessary to have conduct of such proceedings if appropriate, any such steps made by the Insured shall be at the Insurer's expense, but subject always to the application of the excess;
- (viii) not to agree to accept the decision of the adjudicator as finally determining the dispute without the prior consent in writing of Underwriters.

B. CONDITIONS RELATING TO THE CONTRACT

- (i) The adjudication provisions in the Contract shall:
 - (a) provide that the adjudicator must be independent of the parties to the dispute;
 - (b) not allow for the adjudicator's decision to finally determine the dispute;
 - (c) not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial considerations.
- (ii) The Contract must not place any conditions upon the timing of commencement of legal or arbitration proceedings (for the sake of clarity, this does not apply to adjudication proceedings).

Any dispute or difference arising hereunder between the Insured and Underwriters shall be referred to the arbitration of a Queen's Counsel to be agreed upon by both parties or in the absence of agreement by a QC nominated by the Chairman of the Bar Council. The Underwriters agree to pay the costs of such referral except in instances where Indemnity has been denied and the QC upholds such decision. Where Indemnity applies, coverage will also include the Insured's liability for the adjudicator's fee.

8. PREDECESSORS IN BUSINESS

It is hereby understood and agreed that cover is extended to include any predecessors in business of the Insured disclosed in writing to Underwriters prior to the inception of this Certificate. This shall be deemed to include Partners, Directors and Principals of those firms. However, such cover will not apply in respect of any work undertaken prior to the Retroactive Date shown in the Schedule (refer Condition 9 of this Certificate).

9. SURVEYORS AND VALUERS ARBITRATION SCHEME ENDORSEMENT

In accordance with and always subject to the terms, conditions, exclusions, limitations, memoranda, endorsements and provisions contained in the Certificate of insurance herein (the Certificate) and also subject to such provisions as hereinafter appear, Underwriters agree to indemnify the Insured, following notification during the Certificate period in accordance with the terms and conditions of the Certificate, in respect of any award under the Surveyors and Valuers Arbitration Scheme 1998 (hereafter referred to as the "Arbitration Scheme") by an Arbitrator appointed from a panel of arbitrators maintained by the Chartered Institute of Arbitrators and advised to Underwriters.

PROVIDED ALWAYS that:

1. In respect of any award by the Arbitrator under the Arbitration Scheme, the claim/complaint which is the subject matter of such an award, would otherwise have fallen to be dealt with under the terms, conditions, limitations, memoranda, endorsements and provisions of this Certificate notwithstanding its referral to the Arbitrator.
2. The Arbitrator operates the prescribed Surveyors and Valuers Arbitration Scheme Rules as determined from time to time by the Bodies and as agreed by Underwriters.
3. The Insured's excess stated in the Schedule of this Certificate as being borne by the Insured at their own risk will apply to any award by the Arbitrator so that Underwriters' liability to indemnify is for the difference between the excess and any award up to the limit of £50,000 referred to in 4 below.
4. Underwriters shall not be bound to indemnify the Insured for an amount greater than £50,000 inclusive of interest and/or claimants costs (which sum includes the Insured's excess as set out in 3 above) in respect of any single award made by the Arbitrator or in respect of a series of awards arising from breach of or repeated breaches of a single duty or identical duties owed and arising from a single engagement.
5. The award is in respect of instructions received on or after 1 September 1998.
6. Underwriters shall not be liable to indemnify any costs incurred in the investigation, defence or settlement of any claim or complaint in respect of any case referred to arbitration under the Arbitration Scheme without their prior written consent. Further, such written consent having
7. been given, the terms of indemnity in respect of such costs shall be on the same basis as that outlined within the Certificate.
8. It is understood that third parties who are not party to the Arbitration Scheme may not be included in any arbitration under it and therefore, for the avoidance of any doubt, any rights subrogated to Underwriters in respect of or in relation to any award of the Arbitrator which is indemnified under the Arbitration Scheme are fully preserved and exercisable against any third party and the Insured shall co-operate in the pursuit of any such third party or third parties in accordance with the terms of this Certificate.
9. Unless expressly agreed by Underwriters, the Certificate and Endorsement herein will not indemnify any award made in respect of any claim or counterclaim where the national law applied by the Arbitrator is other than that of England and Wales, Scotland or Northern Ireland
10. Any indemnity under the provisions of this Endorsement shall be inclusive of and not in addition to the limit of indemnity stated in the schedule of this Certificate.

For further purposes of this Endorsement the following definition will apply:

"Bodies" –shall mean The Royal Institution of Chartered Surveyors (RICS) and
 The Incorporated Society of Valuers and Auctioneers (ISVA)

EXCLUSIONS

The Certificate shall not indemnify the Insured against any claim or loss

- 1 **OTHER INSURANCE:** if at the time any claim arises under this Certificate the Insured is or would but for the existence of this Certificate be entitled to indemnity under any other Certificate or Certificates, the Underwriters shall not be liable except in respect of any excess beyond the amount which would have been payable under such other Certificate or Certificates had this Certificate not been effected.
- 2 **PRIOR CLAIMS OR CIRCUMSTANCES:** known to the Insured prior to the inception of this Certificate and which the Insured at such time knew or should have reasonably assumed might result in a claim against the Insured.
- 3 **INSURED/EMPLOYEE DISPUTE:** arising out of any dispute between the Insured and any present or former employee or any person who has been offered employment with the Insured
- 4 **BODILY INJURY:** arising out of death or bodily injury or sickness (including Mental Stress) of an employee under a contract or service with the Firm(s) whilst in the course of employment for or on behalf of the Insured
- 5 **CONTROLLING INTEREST:** arising from or brought by a firm company or organisation in whom any Partner(s)/Director(s) have a controlling interest unless such claim or claims are brought against the Insured Firm(s) by an independent third party source
- 6 **R T A LIABILITY:** arising from the use of any motor vehicles by the Insured in circumstances in which the provisions of the Road Traffic Acts apply
- 7 **INSURED PROPERTY:** arising out of the ownership by the Insured of any buildings premises or land or that part of any building leased occupied or rented by the Insured
- 8 **DISHONESTY:** in respect of dishonest or fraudulent acts or omissions committed by any person after discovery in relation to that person of reasonable cause for suspicion of fraud or dishonesty
- 9 **TRADING LOSSES:** arising out of or in connection with any trading losses or trading liabilities incurred by any business managed by or carried on by the Insured
- 10 **LIQUIDATED DAMAGES:** arising from liability for any amount in respect of liquidated damages or penalties which attaches due to liability assumed by the Insured under contract or agreement which would not otherwise have attached in the absence of such contract or agreement
- 11 **UNQUALIFIED STAFF:** arising from survey/inspection and/or valuation reports of real property unless such surveys/inspections and/or valuations shall have been made:-
 - (i) by a Fellow or Professional Associate of the Royal Institution of Chartered Surveyors (RICS); or by a Fellow or Associate of the Incorporated Society of Valuers and Auctioneers (ISVA); or by a Fellow or Associate of the Faculty of Architects and Surveyors (FFAS); or by a Fellow or Associate of the Royal Institute of British Architects (RIBA); or by a Fellow or Associate of the Royal Incorporation of Architects in Scotland (RIAS); or by a Fellow or member of the Institution of Civil Engineering Surveyors; or
 - (ii) by anyone who has not less than five years experience of such work

or

by anyone who is aged not less than 21 years and has not less than two years supervised experience of such work with the Insured and is pursuing a professional qualification in

accordance with (a) above subject always to such reports being approved by a person qualified in accordance with (a) above (approval shall not require physical supervision of such survey/inspection)

or

such other persons nominated by the Insured to execute such work subject to supervision of such work by a person qualified in accordance with (a) above

- (iii) by a person whose name has been submitted to Underwriters and who has received their prior approval in writing

12. **NUCLEAR/WAR:** whether directly or indirectly caused by, or contributed to by, or arising from;

- (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof: or
- (iii) war invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

13. **TERRITORIAL/JURISDICTION:** arising out of

- (i) work carried out in the United States of America or Canada
- or
- (ii) actions instituted within the United States of America or Canada or any other territory coming within jurisdiction of the Courts of the United States of America or Canada

14. **POLLUTION:** (including loss of value) arising directly or indirectly from pollution. This exclusion shall not apply where such claim or loss arises from the Insured's negligent structural design or specification or failure to report a structural defect in a property but cover shall only extend to that part of any claim or loss which relates to the cost of re-designing, re-specifying, remedying and/or rectifying the defective structure but shall not include the cost of remedying and/or rectifying any loss or damage to the land

For the purposes of this exclusion, pollution shall mean 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

15. **MILLENNIUM:** or liability or costs and expenses directly or indirectly caused by or contributed to or arising from or in connection with any Computer System, whether or not the property of the Insured, not being Year 2000 Compliant.

In addition this Certificate shall not indemnify the Insured in respect of any claim, loss liability or costs and expenses directly or indirectly caused by or contributed to or arising from in conjunction with any correction or any attempted correction, conversion, renovation, rewriting or replacement of any Computer System related to Year 2000 Compliance.

16. **GOODS OR PRODUCTS:** arising from any goods or products manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Insured or from any other business or occupation even though the same may be carried on by the Insured in conjunction with their business as stated in the Schedule.

17. **MOBILE/IMMOBILE PROPERTY:** arising from the ownership, use, occupation or leasing of property, mobile and/or immobile, by, to or on behalf of the Insured.

18. **CONTRACTOR**: arising out of any contract where the Insured acts as a Contractor whether in conjunction with his/their profession as stated in the Schedule or not.
19. **FINES**: arising out of,
- (i) fines, prosecution costs or penalties of any kind.
 - (ii) punitive or exemplary damages.
20. **TERRORISM**: arising out of directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Certificate also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

21. **INSOLVENCY**: arising out of the insolvency of the Insured, or any Insurer, Underwriter, Building Society, Bank or other providers of finance
22. **ASBESTOS & TOXIC MOULD**: arising directly or indirectly out of or resulting from or in consequence of, or in any way involving:-
- a) Asbestos, or any materials containing asbestos in whatever form or quantity; or
 - b) The actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; or
 - c) Any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; or
 - d) Any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins.

23. **PATENT:** arising out of actual or alleged infringement or misappropriation of any intellectual property right, including but not limited to infringement of patent, copyright, title, trademark, servicemark, design, trade dress, or misappropriation of trade secret

GENERAL CONDITIONS

1. **THE INSURED SHALL NOT ADMIT LIABILITY** for, or settle any claim, or incur any costs or expenses in connection therewith, without the written consent of the Underwriters who shall be entitled at their own expense at any time to take over and conduct in the name of the Insured or the said Firm as the case may be, the defence or settlement of any such claim. Nevertheless neither the Insured nor the Underwriters shall be required to contest any legal proceedings unless a Queen's Counsel or Senior Advocate licensed to practice at law within the territorial limits in which such claim arises (to be mutually agreed upon by the Insured and the Underwriters) shall advise that such proceedings should be contested.
2. **INSURED'S DUTIES IN THE EVENT OF CLAIM OR CIRCUMSTANCE :** It is a condition precedent to Underwriters' liability under this Certificate that:-
- (a) (i) The Insured shall give to Underwriters, unless another person is so nominated in the Schedule for such purpose, notice in writing as soon as practicable or within 14 days, whichever is the earlier
- (a) of the receipt of any claim made against them or any of them
- (b) of the receipt of notice whether written or oral of the intention of any person or body to make a claim against them
- (c) of the receipt of any allegation which may give rise to a claim against them
- (d) of the discovery of any loss suffered by them or any of them
- (e) of the discovery of reasonable cause for suspicion of dishonesty or fraud on the part of any former or present Partner, Director or Employee of the Insured
- (f) of the discovery of any matter which may be the subject of indemnity under the terms, conditions or extensions of this policy
- always provided that such notification is made during the Certificate Period, and furthermore the Insured shall provide all information in respect of the matter so notified as is in their possession at the time of notification.
- (ii) If during the Certificate Period the Insured shall become aware of any circumstance which may subsequently give rise to a claim against them or loss sustained by them the Insured shall give notice of the circumstance in writing to Underwriters, or such person nominated in the Schedule for such purpose, as soon as practicable and in any event within 30 days of their becoming aware of the circumstance. Such notice having been given, any subsequent claim made against the Insured or loss sustained by them arising out of that circumstance shall be deemed to have been first made or sustained during the Certificate Period.

NOTE: The Civil Procedure Rules enable the Court to impose severe costs

sanctions on litigants who act unreasonably either before or after the commencement of proceedings whether or not the litigant in question is successful in its case. Pre-action Protocols will set standards by which the reasonableness of the litigant's conduct will be judged. In order to try to ensure that the requirements of the rules in any Protocol are met notifications must be made to Underwriters immediately that a claim is made and before a response is given to the claimant. As this is a condition precedent to Underwriters liability under the Certificate non-compliance with it entitles Underwriters to refuse to provide indemnity in respect of the relevant claim.

- (b) (i) The Insured shall not admit liability for or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder or incur any costs or expenses in connection therewith without the written consent of the Underwriters who if they so wish shall be entitled to take over and conduct in the name of the Insured the defence and/or settlement of any such claim. In doing so Underwriters may conduct the defence and/or settlement as they, in their absolute discretion, think fit. This right will include, but is not limited to, the right to commit the Insured's excess to any settlement and to make admissions in respect of the whole claim, or any part of the claim, or in respect of any issue on which the claim, or part of it depends.
- (ii) The Insured shall at all times give to Underwriters and/or their duly appointed representatives all such information, co-operation and assistance as Underwriters may reasonably require. Insofar as the claim is subject to the Civil Procedure Rules such assistance will extend, but is not limited to the provision of 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 and approved from time to time by the Head of Civil Justice. By way of example, and without limitation, the Insured's obligations will include, inter-alia:
- (a) The provision of full and prompt information, instructions, and or assistance to Underwriters or their duly appointed representatives;
- (b) The undertaking, by an appropriate representative of the Insured, of a reasonable search for documents required to be disclosed in any litigation, together with the provision of a signed disclosure statement in terms advised by legal representatives appointed by Underwriters;
- (c) The provision, by an appropriate representative of the Insured, of a signed statement verifying that he or she believes the facts stated in the defence, statement of case, responses to other parties requests for information or witness statements to be true.
3. **THE INSURED SHALL AS A CONDITION PRECEDENT** to their right to be indemnified under this Certificate give to the Underwriters notice as soon as possible during the period of this Certificate as set forth in the Schedule of the discovery or reasonable cause for suspicion of dishonesty or fraud on the part of a past or present Partner Director or Employee of the Firm(s) whether giving rise to a claim or loss under this Certificate or not
4. **IN THE EVENT OF A CLAIM UNDER INSURING CLAUSE 2** the Insured shall take all possible action to sue for and obtain reimbursement from any Partner, Director or employee concerned in such loss or from the estate or legal representatives of such persons. Any monies which but for such fraud or dishonesty would be due to such persons from the Insured, or any monies of such persons held by the Insured, shall be deducted from any amount payable under this Certificate.
5. **IF ANY PAYMENT IS MADE UNDER THIS CERTIFICATE** in respect of a claim and the Underwriters are thereupon subrogated to the Insured's rights of recovery in relation thereon it is agreed that the Underwriters shall not exercise such rights against any employee of the Insured unless such claim has been brought about or contributed to by the dishonest fraudulent criminal or malicious act or omission of the employee

6. **IF THE INSURED SHALL MAKE OR REFER ANY CLAIM** knowing the claim to be false or fraudulent, as regards amount or otherwise, this insurance shall become void and all claims thereunder shall be forfeited

7. **PROPERTY MISDESCRIPTION ACT 1991 EXTENSION CLAUSE**

It is hereby noted and agreed that in the event of a claim being brought in the Civil Courts arising from the Property Misdescription Act 1991 such liabilities would be treated as falling within the ambit of the insuring clause of the Certificate subject to Underwriters not being liable in respect of any criminal penalties or fines

In respect of costs and expenses in defence or settlement of any claim (defence costs) as defined in Insuring Clause 4 Underwriters agree to meet defence costs in respect of a criminal prosecution where Underwriters believe that defending such a charge may bring benefit to the defence of any subsequent potential civil action

8. **INTERPRETATION CLAUSE**

Notwithstanding the jurisdiction limits contained herein any dispute in respect of the interpretation or application of this Certificate or its terms conditions and exclusions will be subject to United Kingdom Courts

9. **RETROACTIVE DATE**

Where a retroactive date is specified in the Schedule this Certificate will not respond in respect of any claim or loss arising from contracts commenced or work carried out prior to the said retroactive date.

10. **THIRD PARTY ACT 1999 PROVISIONS CLAUSE:** It is hereby noted and agreed that the terms of this Certificate will only be enforceable by the named Insured(s). A person who is not a named Insured has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this Certificate but this does not affect any right or remedy of a third party which exists or is available apart from that act.

11. **CANCELLATION CLAUSE:** This Certificate can be cancelled by or on behalf of Underwriters by giving 30 days notice in writing to the Insured. A pro-rata amount of the premium will be returned unless the Insured has notified Underwriters of a claim or a circumstance prior to cancellation, in which case no premium will be returned.

12. **CHOICE OF LAW:** There is a choice of law applicable to this Certificate but unless Underwriters agree otherwise English law will apply.

DEFINITIONS:

1 **“PROFESSIONAL BUSINESS”** is understood to apply to advice given or services performed of whatsoever nature by or on behalf of the Firm or Firms named in the Schedule wherever or by whomsoever given or performed and shall extend to apply to any Insured whilst holding an individual appointment in respect of work incidental to the Insured’s business providing the fee (if any) with respect to such advice or services is taken into account in ascertaining the income of the Firm

In the event of any dispute arising between the Insured and Underwriters as to the correct interpretation of the definition of Professional Business the facts shall be submitted to the President for the time being of The Royal Institution of Chartered Surveyors or his nominee whose decision shall be binding on both parties

- 2 **“THE INSURED “** shall mean
- (i) Those persons named in the completed proposal form and any other person or persons who may have subsequently become Partner(s)/Director(s) in the Firm(s) during the period specified in the Schedule
 - (ii) Any former Partner(s)/Director(s) of the Firm(s) for services performed for and on behalf of the Firm(s) including retired Partner(s)/Director(s) remaining as Consultants to the Firm(s)
 - (iii) Any person who is or has been under a contract of service for and/or on behalf of the Firm(s)
 - (iv) The Estates and/or the legal representatives of any of the persons noted under (a) (b) or (c) hereof in the event of their death incapacity insolvency or bankruptcy
 - (v) Any company (other than a Partnership) named in the Schedule
- 3 **“FIRM(s)”** Wherever the word “Firm(s)” appears herein the same shall be deemed to read “the Firm(s) named in the Schedule or the predecessors in business of the said Firm(s)”
- 4 **“DOCUMENTS”** shall mean deeds wills agreements maps plans records books letters Certificates Computer System Records forms and documents of whatsoever nature whether written printed or reproduced by any other method (other than bearer bonds coupons bank notes currency notes and negotiable instruments)
- 5 **“ANY CLAIM”** or **“ANY LOSS”** shall mean any one occurrence or all occurrences of a series consequent upon or attributable to one source or original cause. This definition shall also mean the discovery of the dishonesty of any person(s) and shall constitute one occurrence or one original cause
- 6 **“YEAR 2000 COMPLIANT/COMPLIANCE”** shall mean that neither performance nor functionality of the Computer System is affected by dates prior to, during and/or after the Year 2000. In particular:-
- Rule 1 No value for current date will cause or give rise to any interruption in operation of the Computer System.
- Rule 2 Date based functionality and performance of the Computer System must behave consistently for dates prior to, during and/or after the year 2000.
- Rule 3 In all interfaces and data storage of the Computer System the century in any date must be specified either explicitly or by unambiguous algorithms or inferencing rules.
- Rule 4 The year 2000 must be recognised as a leap year by the Computer System.
- 7 **“COMPUTER SYSTEM”** shall mean any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real-time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode used owned operated or relied upon by the Insured.