



# Professional combined RICS-compliant for property professionals

April 2021

## Why choose AXA's RICS-compliant Professional combined insurance?

AXA's RICS-compliant Professional combined insurance is available to UK-domiciled property professionals' businesses.

AXA are approved insurers for RICS members. This cover complies with the requirements of RICS for its members and is also suitable for members of other professional bodies in the property industry, such as the National Association of Estate Agents (NAEA).

### We offer cover for

- Surveyors
- Estate agents, letting agents and property managers
- Quantity surveyors, project managers and construction-related activities
- Other activities undertaken by members of RICS

### Any one claim limits

Our policy provides cover up to the selected limit of indemnity for any one claim.

There is no limit to the number of claims that can be made in any one period of insurance.

### Wide professional indemnity cover as standard

Cover is written to conform to the RICS regulatory requirements for members of RICS.

We provide Civil liability cover with extensions for:

- Asbestos
- Collateral warranties
- Court attendance costs

- Estate agents and safety legislation costs
- Loss of documents
- Ombudsman awards
- Pollution

### Access to free collateral warranty review service

Provided by market leading law firm, Reynolds Porter Chamberlain LLP, reviews of collateral warranties will be carried out by one of RPC's team of construction specialists and will result in a written report highlighting any issues which you may wish to re-negotiate to ensure that the provisions of the warranty do not jeopardise the terms of your Professional indemnity cover with AXA.

The report adopts a jargon-free and user-friendly 'traffic light' format for ease of use. Whilst RPC assume no duties towards the policyholder in providing this service, they will nevertheless liaise with the policyholder in completing each review.

### About this document

This document is a summary of the insurance cover provided by the Professional combined insurance. Therefore it does not contain the full terms and conditions of your insurance. You can find these in the policy document. This summary is for information purposes only and does not form part of your insurance contract. A copy of the full policy wording is available on request.

## Features and benefits – Standard cover

### Professional indemnity

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Legal costs, awards and settlements for any claim that relates to a civil liability arising from the conduct of your professional business

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Covers claims brought against anyone who is or was a director, partner, member, principal or employee of the firm for work undertaken for your professional business

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Cover for liabilities imposed by an adjudicator appointed to resolve a dispute under the terms of the Housing Grants Construction and Regeneration Act 1996

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Cover for an award made by an arbitrator or a tribunal of arbitrators

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**Bodily injury:** Cover for when someone other than you or your employees suffers injury, illness or death. This does not replace or include Public liability insurance

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**Breach of confidentiality:** Cover for civil liability arising in the conduct of your professional business and that was caused by an unintentional breach of confidentiality

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**Court attendance costs:** Compensation paid to you where court attendance is required of any director, partner, principal or employee in relation to a Professional indemnity claim that is covered by this insurance

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**Defamation:** Cover for civil liability arising in the conduct of your professional business and that was caused by unintentional defamation

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**Dishonesty of employees:** Cover for your liability arising from loss sustained by your customers that was caused by a dishonest or fraudulent act or omission by your employees

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**Estate agency and safety legislation costs:** Cover for 80% of Estate agents and safety legislation costs, where that matter could later result in a claim that is covered by this policy

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**Loss of documents:** The costs of replacing or restoring documents or information that have been lost or damaged in the conduct of your professional business

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**Ombudsman awards:** Cover for Ombudsman awards made against you relating to the conduct of your business and that relate to a claim that is covered by this policy

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**Pollution:** Cover for pollution related claims, according to the RICS cover requirements

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**RICS Difference in Conditions:** Includes RICS Difference in Conditions clause

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## Features and benefits – Optional covers

### Public liability

#### Cover offered

Legal liability (including claim costs) for accidental injury, damage to material property and nuisance or wrongful arrest for the business activities of permanent employees

For work within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Cover extends to temporary visits elsewhere, by persons ordinarily resident in Great Britain where no manual work is involved

Compensation for court attendance

Contingent motor liability

Indemnity to principals

Data protection cover

Defective Premises Act cover

Legal costs and expenses in connection with manslaughter, corporate manslaughter, corporate homicide or culpable homicide defence

Personal liability whilst anywhere in the world temporarily in connection with the business

Legal costs in respect of an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation

Temporary employees cover

Sudden, identifiable and unexpected pollution and contamination

#### Available cover

Flexibility to select between a £1million and £5million limit of cover

✓

£250 per day for each day that your attendance is required

✓

✓

£1million in any one period of insurance

✓

£1million in any one period of insurance

The limit of cover will be the same as the standard cover

£1million in any one period of insurance

✓

✓

## Features and benefits – Optional covers *continued*

### Employers' liability

Cover offered	Available cover
Limit of Indemnity A – all incidents except any arising from terrorism	£10million
Limit of Indemnity B – all incidents arising from terrorism	£5million
For work within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Cover extends to temporary visits elsewhere, by persons ordinarily resident in Great Britain where no manual work is involved	✓
Compensation for court attendance	£250 per day for each day that your attendance is required
Legal costs and expenses in connection with manslaughter, corporate manslaughter, corporate homicide or culpable homicide defence	£1million any one period of insurance
Indemnity to principals	✓
Legal costs arising in respect of an alleged breach of statutory duty under Health and Safety legislation	£1million any one period of insurance
Temporary employees cover	✓
Injury to working partners	✓
Compensation for unsatisfied court judgements	✓

### Directors' and officers' liability

Legal costs, awards and settlements for any claim or regulatory action brought against any past, present or future director, officer or employee.

Legal costs of representing any director, officer or employee at an official investigation.

£100,000 additional limit for non-indemnifiable loss for each insured person.

Costs of up to £25,000 for **rradar** legal to investigate any new circumstance.

Costs of up to £100,000 for deprivation of assets.

### Contents – all risks

Cover offered	Available cover
All risks subject to certain exclusions	✓
Applies to office and business equipment including portable electronic equipment belonging to, borrowed or leased by you, your partner, principals, directors or employees and used in connection with the business	Maximum sum insured £25,000
Automatic reinstatement of sum insured	✓
Financial interest cover	✓

## Significant or unusual exclusions, conditions and limitations – Professional indemnity section

Professional indemnity cover operates on a claims-made basis. This means that we will only provide cover for claims, or circumstances that may lead to a claim, made against you and notified to us during the period of insurance.

We will not cover any claim, or circumstances that may lead to a claim, that arise from an act, error or omission that occurred before the retroactive date shown on the policy schedule.

As this document is a summary of the insurance provided, the following is not a list of every exclusion, condition or limitation that applies. You can find details of all the exclusions, conditions and limitations in the policy document.

### Exclusion, condition or limitation

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Bodily injury of employees exclusion

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Contractual liability exclusion, but not for collateral warranties in certain circumstances

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Excludes any breach of duty in the capacity of a director, officer or trustee

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Excludes any claims arising from goods or products you have manufactured, constructed, altered, repaired, treated, sold, supplied or distributed

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Excludes any fines, penalties or punitive damages identified separately by the court

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Excludes claims brought from or in the United States of America or Canada

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Excludes claims from parties who have a financial or controlling interest in you or who are covered by this policy

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Excludes the excess shown on the policy schedule for each and every claim

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Financial services exclusion (but not for mortgage mediation or general insurance mediation where you are permitted by the FCA to perform these activities)

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Insolvency exclusion

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Market fluctuation exclusion

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Policy territories – Anywhere in the world other than within the United States of America, Canada or any territories which come within their jurisdiction or where their laws apply

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Surveys and valuations must be performed only by qualified or experienced staff

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Terrorist act exclusion

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## Significant or unusual exclusions, conditions and limitations – Additional covers

Exclusion, condition or limit	Applicable section(s)
Fines and penalties exclusion	Public liability, Employers' liability and Professional indemnity
Offshore exclusion	Public liability and Employers' liability
Liability excluded where compulsory motor insurance is required	Public liability and Employers' liability
Foreign manual work exclusion	Public liability and Employers' liability
Asbestos liability exclusion	Public liability
Liability assumed by agreement or contract condition exclusion	Public liability
Aircraft and watercraft exclusion	Public liability
Airside exclusion	Public liability
Damage to goods supplied or used and completed works exclusion	Public liability
Design, advice and treatment exclusion	Public liability
Electronic data exclusion	Public liability
Injury to employees exclusion	Public liability
Exclusion of pollution and contamination unless caused by a sudden and unforeseen incident at a specific time and location	Public liability
Damage to property owned or in your custody or control exclusion	Public liability
Costs of recalling, modifying, disposing of or making refunds for goods or materials supplied or used exclusion	Public liability
Date recognition exclusion (damage caused by the failure of equipment to correctly recognise the correct date)	Business equipment
Loss or damage due to terrorism	Business equipment
Mechanical or electrical breakdown exclusion	Business equipment
Electronic equipment exclusion	Business equipment
Sonic bangs exclusion	Business equipment
Theft or attempted theft from an unattended vehicle exclusion	Business equipment
Loss due to unexplained disappearance or inventory shortage exclusion	Business equipment
Wear and tear exclusion	Business equipment

## **Policy duration**

This is an annually renewable policy.

## **Applicable law**

You and we can choose the law which applies to this policy. We propose that the Law of England and Wales apply. Unless we and you agree otherwise, the Law of England and Wales will apply to this policy.

## **Making a complaint**

If you have a complaint about your policy you should contact the agent or AXA office where it was bought.

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

If we have given you our final response and you are still not satisfied you may be eligible to refer your case to the Financial Ombudsman Service (FOS). If applicable, you will receive details of how to do this at the appropriate stage of the complaints process.

## **Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim.

Further information about the compensation arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

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

If you would like a Braille, large print or audio version, please contact your insurance adviser.

**[www.axa.co.uk](http://www.axa.co.uk)**

