

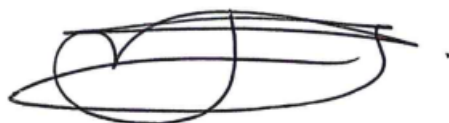
EWS1 SURVEY INSURANCE

This is to certify that in accordance with the authorisation granted under a Contract (as identified in the **Schedule**) to the **Coverholder** specified in the **Schedule** by the **Insurer(s)** listed therein, and in consideration of the **Premium** specified having been paid, the **Insurer** agrees to provide insurance to the extent and in the manner specified herein or endorsed hereon.

Provided always that:

- (1) the liability of the **Insurer** shall not exceed the Limits of Liability expressed in the **Schedule** or contained herein or such other Limits of Liability as may be substituted by **Endorsement** and agreed by them or on their behalf.
- (2) this insurance is subject to all the provisions, conditions, warranties and exclusions contained within the body of the wording or endorsed or added thereto, all of which are to be considered as incorporated and shall be read together as one document.

This **Policy** has been issued and signed for and on behalf of the **Insurer** by



Jason Anthony
Chief Executive Officer
MGAM Limited
Authorised signatory

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IMPORTANT INFORMATION FOR THE INSURED

This insurance contract is an important document that the **Insured** should read and stored carefully. It sets out what is and is not covered under the insurance cover the **Insured** has purchased and explains key contractual obligations that apply to the **Insured** and to the **Insurer**.

It is essential that the **Insured** complies with their duties under this insurance. This insurance may be invalidated if the **Insured** has failed to comply with any of the terms and conditions of this **Policy**.

This document has been issued by the **Coverholder** as an agent of the **Insurer**. Please read the **Schedule** carefully and if it is incorrect notify the **Coverholder** immediately.

This document should be kept in a safe place as the **Insured** may need to refer to it if they have to make a **Claim**.

The **Insured** has a duty to disclose and to make a fair presentation of all facts that are material to the **Insurer** including those relating to any **Claim**. If the **Insured** has any doubt as to whether or not a fact is material the **Insured** should disclose it to the **Insurer**.

The **Insured** must pay to the **Insurer** all **Premiums** due to the **Insurer** together with all taxes due on the **Premiums**.

In all communications the **Policy** number specified in the **Schedule** should be quoted.

If any term, condition, exclusion or endorsement or part hereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.

All **Claims** under this **Policy** are to be notified to the **Insurer's** appointed claims representative using the contact details specified in the **Schedule**.

Procedure for notifying a complaint:

The **Insurer's** aim is to ensure that all aspects of this insurance are dealt with promptly, efficiently and fairly. At all times the **Insurer** is committed to providing the **Insured** with the highest standard of service.

If the **Insured** has a complaint, in the first instance they should contact Caytons Law LLP as follows:

- by telephone on: 0808 175 0850 or
- by email: ews1complaints@caytonslaw.com
- by writing to: Caytons Law LLP, 85 Gracechurch Street, London, EC3V 0AA.

Details of any internal complaint handling procedures are available on request.

If the **Insured** remains dissatisfied after Caytons Law LLP has considered the complaint they should contact MGAM Limited by email: complaints@mgamutual.com.

If the **Insured** remains dissatisfied after MGAM have considered their complaint, they may have the right to refer their complaint to the Financial Ombudsman Service (FOS) using the details shown below.

Financial Ombudsman Service:

Contact details for the FOS are:

- The Financial Ombudsman Service,
Exchange Tower,
London E14 9SR.
- Telephone: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).
- Email: complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. The **Insured** can find more information on the FOS at www.financial-ombudsman.org.uk.

The FOS's decision is binding upon the **Insurer**, but the **Insured** is free to reject it without affecting their legal rights.

Accepting an award made by the FOS may affect the **Insured's** rights to subsequently take legal action.

Compensation Scheme

The **Insurer** contributes to the Financial Services Compensation Scheme (FSCS).

The **Insured** may be entitled to compensation from the FSCS if the **Insurer** is unable to meet their liabilities. For compulsory insurance the **Insured** may be entitled to compensation up to 100% of the **Claim**. For non-compulsory types of insurance the **Insured** may be entitled to compensation of up to 90% of the **Claim**.

Further information about compensation scheme arrangements is available from the FSCS:

Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU
Telephone: 0207 741 4100 or 0800 678 1100

or the **Insured** can visit their website at www.fscs.org.uk.

Privacy Notice by MGAM Limited.

The parties identified in this **Policy** and the **Schedule** may hold and process personal data supplied by the **Insured** where it is necessary to underwrite, administer and fulfil obligations under the **Policy** including with regard to **Claims**. Each of the parties are data controllers and/or processors with respect to the personal data they hold. MGAM Limited and the parties will always act in accordance with relevant data protection legislation and the rights of data subjects under such legislation. Where the **Insured** provides us with personal data the **Insured** is confirming to us that the **Insured** is entitled to do so and has lawfully obtained the data.

The parties will ensure that personal data is kept secure and is retained only for as long as necessary.

Personal data will not be passed to any other third party except where the **Insured's** consent has been given or where permitted by law.

For the purposes of legitimate interest we may share information with our corporate affiliates (e.g., parent company, sister companies or subsidiaries and other companies under common control) or joint ventures to which we are a party or we may provide information about the **Insured** to those of our partners whose products and services may be of interest to the **Insured**.

If any person whose personal data was supplied pursuant to this policy would like further information please go to www.ews1gateway.co.uk/privacy.

We will respond to any such enquiry as promptly and fairly as possible providing contact details for any other party that may hold the personal data enabling the data subject to make further enquiries of those parties.

Privacy Notice by the Insurer.

We have collected and may continue to collect certain information about individuals within or connected to the **Insured's** Company and any subsidiaries ("data subjects") in the course of conducting our relationship with the **Insured**. This information will be processed for the purpose of underwriting the **Insured's** insurance coverage, managing the policy, providing risk management advice and administering claims. We may pass the information to our capacity providers and their reinsurers, legal advisers, loss adjusters or agents for these and other purposes.

This may involve its transfer to countries which do not have data protection laws.

Some of the information we collect may be classified as "sensitive" – that is, information about disciplinary proceedings, convictions, sentences or alleged criminal activities.

Data subjects have a right of access to, and correction of, information we hold about them. If they would like to exercise either of these rights, they should contact our Data Protection Officer at: privacy@scor.com

Please also refer to our Privacy Notice which can be found at: <https://www.scor.com/en/cookies-privacy>.

Privacy Notice by DLUHC

DLUHC (as defined below) may hold and process personal data for the purposes and in the ways described in its privacy notice, which is available here: <https://ews1gateway.co.uk/wp-content/uploads/2022/08/DLUHC-PII-Scheme-Privacy-Notice.pdf>.

SECTION 1 – INSURING CLAUSES

In consideration of the **Insured** having paid the **Premium**, the **Insurer** shall indemnify the **Insured** up to the **Limit of Indemnity**:

1. against any civil liability in respect of a **Claim** which arises as a result of the **Survey**
2. against any award made by the **Ombudsman** in respect of any case accepted by the **Ombudsman** for review in their position as **Ombudsman** under any recognised scheme where the **Claim** relates to the **Survey**
3. for **Defence Costs** in connection with a **Claim**, or incident, occurrence, fact, matter, act or omission that might give rise to a **Claim** under this **Policy**

each subject to the terms of this **Policy**.

SECTION 2 – EXTENSIONS

Unless otherwise stated in the **Schedule** the following Extensions apply. Extensions are subject to their own **Limit of Indemnity**. Each Extension is subject otherwise to the terms, Exclusions and Conditions of this **Policy**, unless stated to the contrary.

1. Court Attendance Compensation

The **Insurer** shall provide compensation to the **Insured**, in the event that the legal advisers acting on behalf of the **Insured** require, with the **Insurer's Consent**, any of the **Insured**, any **Employee(s)** or any other relevant party (not including expert witnesses), to attend Court or any adjudication hearing as a witness of fact in connection with a **Claim** for which cover is afforded under this **Policy** at the following rates for each day or part thereof on which attendance is required:

- (a) any principal partner, member or director of the **Insured** - £200
- (b) any **Employee** - £100
- (c) any other relevant party - £200.

2. Statutory Liabilities

Where the **Insurer** has a reasonable expectation of having a financial interest in the outcome of the relevant criminal proceedings, the **Insurer** shall pay on behalf of the **Insured** 80% of:

- (a) any reasonable costs and expenses incurred with the **Insurer's Consent** for:
 - (i) the defence of any proceedings and/or
 - (ii) any appeal against conviction arising from such proceedingsand/or
- (b) at the absolute discretion of the **Insurer**, any prosecution costs awarded against the **Insured** under:
 - (i) The Consumer Protection from Unfair Trading Regulations 2008; and/or
 - (ii) The Business Protection from Misleading Marketing Regulations 2008; and/or
 - (iii) The Estate Agents Act 1979, and/or
 - (iv) The Health and Safety at Work etc Act 1974, and/or
 - (v) The Health and Safety at Work (Northern Ireland) Order 1978, and/or
 - (vi) The Construction (Design and Management) Regulations 2015, and/or
 - (vii) The Corporate Manslaughter and Corporate Homicide Act 2007 and/or
 - (viii) The Bribery Act 2010; and/or
 - (ix) The Data Protection Act 1998; and/or
 - (x) The Data Protection Act 2018 and General Data Protection Regulation (EU) 2016/679 of the European Parliament,

in each of (i) to (x) above as amended, modified, replaced or re-enacted.

3. Legal Representation Costs

The **Insurer** shall pay on behalf of the **Insured** 80% of any costs and expenses which are incurred by the **Insured** with **Insurer's Consent** for representation at properly constituted hearings, tribunals or proceedings arising out of any **Claim** and which are not indemnified as **Defence Costs** pursuant to Section 1 of this **Policy**.

4. Adjudication or Award

Clause 1 of Section 1 includes liability which the **Insured** may incur in respect of any **Claim** (within the **Overall Limit of Indemnity** for a **Claim**) as a result of any decision by an adjudicator validly appointed to resolve a dispute in accordance with the **Agreed Form Professional Appointment**.

SECTION 3 – POLICY EXCESS

Subject to the terms of this **Policy**:

1. the **Insurer** shall be liable under clause 1 of Section 1 of this **Policy** only for that part of the loss arising from each and every **Claim** which exceeds the **Excess**.
2. the **Insurer** shall be liable under clause 2 of Section 1 of this **Policy** only for that part of:
 - (a) any single award made by the **Ombudsman** or
 - (b) any series of awards by the **Ombudsman** attributable to the same originating causewhich, in each case, exceeds the **Excess**.

Where the **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** for the purpose of this Section 3 and only a single **Excess** shall apply to the **Insured** in respect of that **Claim**.

3. the **Excess** shall not apply to **Defence Costs**.

SECTION 4 – CLAIMS CONDITIONS

1. Action by the Insured - Notification of a Claim

- (a) If the **Insured** shall receive any **Claim**, or any notice of an intention to make a **Claim**, the **Insured** shall give written notice to the **Insurer** as soon as reasonably practicable. All **Claims** must in any event be notified within 14 days after receipt by the **Insured**.
- (b) If the **Insured** becomes aware of any incident, occurrence, fact, matter, act or omission that might give rise to a **Claim** under this **Policy**, the **Insured** shall give written notice to the **Insurer** of any such incident, occurrence, fact, matter, act or omission as soon as reasonably practicable with such notice supplying full particulars of the relevant incident, occurrence, fact, matter, act or omission, including (where possible):
 - (i) the name(s) of the potential claimant;
 - (ii) the date of the incident, occurrence, fact, matter, act or omission;
 - (iii) the name(s) of the individual(s) involved in the incident, occurrence, fact, matter, act or omission;
 - (iv) the date of the **Insured's** first awareness or discovery of such incident, occurrence, fact, matter, act or omission; and
 - (v) the estimated amount of any potential **Claim** which may arise thereafter.

In addition, the **Insured** shall provide such further information as the **Insurer** may reasonably require in accordance with Claims Condition 3.

- (c) If the **Insured** shall discover:
 - (i) reasonable cause for suspicion of dishonesty or fraud on the part of any individual who occupied the position of partner and/or director and/or member and/or **Employee** of the **First Named Insured** or **Additional Insured** during the **Survey Period**; or
 - (ii) an occurrence that may require representation at a properly constituted hearing, tribunal or proceeding which might give rise to a **Claim**,

the **Insured** shall give written notice to the **Insurer** of such discovery as soon as reasonably practicable.

2. Adjudication

The **Insured** shall as a condition precedent to its right to indemnity in respect of any adjudication for which indemnity is available under Section 1 of this **Policy**:

- (a) notify the **Insurer** 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 notice of intention to adjudicate, notice of adjudication, referral notice or any adjudication notice pursuant to contract without the **Insurer's Consent** unless, in the **Insured's** reasonable opinion, service of those notices will not give rise to a **Claim**.

3. Conduct of Claims, Control and Co-operation

- (a) Following notification of a **Claim**, the **Insurer** 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.
- (b) The **Insured** shall give to the **Insurer** all such information and assistance as the **Insurer** may reasonably require and is in the **Insured's** power to provide.
- (c) The **Insured** shall co-operate with the **Insurer** and their appointed representatives:
 - (i) 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;
 - (ii) by assisting them to present the best possible defence of a **Claim**;
 - (iii) by ensuring access to all and any information that the **Insurer** or their representatives may require in the defence of a **Claim** or in the investigation of any incident, occurrence, fact, matter, act or omission that might give rise to a **Claim** under this **Policy**, whether or not privileged;
 - (iv) by making payment on demand of the **Excess** in order to comply with the terms of any settlement agreed by the **Insurer**;
 - (v) by providing all such information, assistance, signed statements or depositions as may reasonably be required to permit the **Insurer** to exercise rights of subrogation; and
 - (vi) by ensuring that all documents of any description (whether kept in paper, magnetic or electronic form) relevant to any **Claim** and any incident, occurrence, fact, matter, act or omission that might give rise to a **Claim** under this **Policy** are preserved in their entirety.

4. Fraudulent Claims

If the **Insured** shall make any **Claim** under this **Policy** knowing the same to be false or fraudulent, the **Insurer**:

- (a) shall not liable to pay that **Claim**;
- (b) may recover from the **Insured** all previous payments made by the **Insurer** in respect of that **Claim**; and
- (c) may by notice to the **Insured** treat this **Policy** as having been terminated with effect from the date of such false or fraudulent **Claim**. The **Insurer** shall not be liable to the **Insured** in respect of any incident, occurrence, fact, matter, act or omission happening after the date of the fraudulent act. Such cancellation will not affect any liability the **Insurer** may have in respect of any **Claim** arising from any incident, occurrence, fact, matter, act or omission happening prior to the notification of such false or fraudulent **Claim** by the **Insured**. The **Insurer** will not be obliged to return any **Premium**.

It is for the **Insurer** to demonstrate that a **Claim** has been made fraudulently and/or that a fraudulent act has taken place.

5. No Admission of Liability

In the event of a **Claim**, the **Insured** shall not admit liability, incur any costs or make any offers of settlement in connection therewith, enter into any settlement nor otherwise prejudice the conduct or the defence or settlement of such **Claim** without **Insurer's Consent**, regardless of:

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

6. Ombudsman

The **Insured** shall as a condition precedent to its right to indemnity under clause 2 of Section 1 give written notice to the **Insurer** as soon as reasonably practicable after becoming aware that a case directly affecting the **Insured** is being reviewed by the **Ombudsman** and in any event, within 30 days of having such awareness.

SECTION 5 – GENERAL CONDITIONS

The following General Conditions apply to this **Policy**:

1. Adjudication

The **Insured** agrees:

- (a) that the **Insurer** may 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 the **Insurer** may reasonably require in relation to such proceedings; and
- (b) not to accept the decision of any adjudicator as finally determining the related dispute without the **Insurer's Consent**.

2. Assessment Standards

The **Insured** shall, as a condition precedent to its right to indemnity under this **Policy**, ensure that the **Survey** is undertaken in accordance with the following (in each case as amended, supplemented or replaced from time to time):

- (a) the BSI PAS 9980: "Fire risk appraisal and assessment of external wall construction and cladding of existing blocks of flats – Code of practice"; and
- (b) all other applicable laws, regulations, professional guidance notes and industry codes of practice but, for the avoidance of doubt, the criteria for determining whether the **Survey** is required shall be as set out in the **Agreed Form Professional Appointment**.

3. Cancellation

Subject to General Condition 14 which shall control the **Insurer's** right of cancellation in circumstances of non-payment of the **Premium**, the **Insurer** may not cancel this **Policy** other than as stated under Claims Condition 4 and General Condition 7.

The **First Named Insured** may cancel this **Policy** ab-initio at any point up to twenty-four (24) hours prior to the end of the **Survey Period** by:

- (a) following the cancellation steps on the policy generation portal in respect of this **Policy** (details of which have been provided in the accompanying documents to this **Policy**);
- (b) calling the telephone number provided in the accompanying documents to this **Policy** (during the hours of 9am-5pm on a business day) and asking a customer service representative to cancel the **Policy**; or
- (c) sending a request for cancellation by Recorded Signed For™ mail to the **Insurer's** last known address

and, in each such case, the **Insurer** shall treat this **Policy** as having been terminated from inception and shall return the **Premium**. The **Insured** may not otherwise cancel this **Policy**.

4. Choice of law, Disputes and Jurisdiction

- (a) This **Policy** shall be governed by and construed in accordance with the laws of England.
- (b) If the **Insured** and the **Insurer** 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 a Queen's Counsel of the English Bar to be mutually agreed between the **Insurer** and the **Insured** whose decision shall be binding on them both. In resolving the dispute, the Queen's Counsel shall have due regard to the equitable interests of both the **Insured** and **Insurer** and the applicable law. 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.
- (c) Save as aforesaid, the Courts of England are to have exclusive jurisdiction for hearing and determining

any dispute arising out of or in connection with this **Policy**.

5. **Contracts (Rights of Third Parties) Act 1999**

A 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** but this does not affect any right or remedy of a third party which exists or is available other than by virtue of the said Act.

This condition shall not apply to **DLUHC** in respect of: (i) its auditing **EWS1 forms** and associated **Technical Reports**; (ii) its making public of completed **EWS1 forms** and associated **Technical Reports**; and (iii) its sharing of the **Insured's** personal data in relation to an audit outcome, each as provided for in General Condition 17.

6. **Discharge of Liability**

The **Insurer** may at any time pay to the **First Named Insured** in connection with any **Claim** under this **Policy** the remaining **Limit of Indemnity** (less any sums already paid) or any lesser sum for which such **Claim** can be settled and upon such payment the **Insurer** shall not be under any further liability in respect of such **Claim** except for **Defence Costs** incurred prior to such payment and with the **Insurer's Consent**.

7. **Duty of Fair Presentation**

The Insurance Act 2015 introduced a duty on the **Insured** that before the **Insured** enters into a contract of insurance, or upon variation of that contract of insurance, the **Insured** must make to the **Insurer** a fair presentation of the risk.

(a) The **Insurer** shall have the following remedies in the event that the **Insured** or anyone acting on behalf of the **Insured** breaches this duty of fair presentation in proposing for this insurance:

- (i) if such breach is deliberate or reckless, the **Insurer** may treat this **Policy** as having been terminated from inception and retain the **Premium**; and
- (ii) if such breach is neither deliberate nor reckless and the **Insurer** would not have entered into this **Policy**, the **Insurer** may by notice to the **First Named Insured** treat this **Policy** as having been terminated from inception in which case the **Insurer** shall return the **Premium**; and
- (iii) in cases of any other breach, if the **Insurer** would have entered into this **Policy** but:
 - (A) on different terms (other than terms relating to the **Premium**), the **Insurer** may require that this **Policy** is treated as if it had been entered into on those different terms from the outset; or
 - (B) would have charged a higher **Premium**, the **Insurer** may reduce the amount to be paid on a **Claim** in the same proportion that the **Premium** actually charged represents as a percentage of the **Premium** the **Insurer** would have charged but for the breach.

(b) The **Insurer** shall have the following remedies in the event that the **Insured** or anyone acting on behalf of the **Insured** breaches this duty of fair presentation on variation of this **Policy**:

- (i) if such breach is deliberate or reckless, the **Insurer** may by notice to the **First Named Insured** treat this **Policy** as having been terminated from when the variation was concluded and retain the **Premium**;
- (ii) if such breach is neither deliberate nor reckless, and the **Insurer** would not have entered into the variation, the **Insurer** may treat this **Policy** as if the variation was never made in which case the **Insurer** shall return any additional premium relating to the variation; and
- (iii) in cases of any other breach, if the **Insurer** would have entered into the variation but:
 - (A) on different terms (other than terms relating to the **Premium**), the **Insurer** may require that the variation is treated as if it had been entered into on those different terms; or
 - (B) would have increased the **Premium** by more than they did or at all, the **Insurer** may reduce the amount to be paid on a **Claim** arising out of events after the variation in the same proportion that the **Premium** actually charged represents as a percentage of the **Premium** the **Insurer** would have charged but for the breach; or
 - (C) would not have reduced the **Premium** by as much as they did or at all, the **Insurer** may reduce the amount to be paid on a **Claim** arising out of events after the variation in the same proportion that the **Premium** actually charged represents as a percentage of the **Premium** the **Insurer** would have charged but for the breach.

8. Excess

- (a) In circumstances that a **Claim** is made against the **First Named Insured** and any **Additional Insured**, the **Excess** applies to the **First Named Insured** and any **Additional Insured** separately, notwithstanding that only a single **Claim** is made.
- (b) For the purpose of the **Excess** any **Claim** made against any party described in the definition of **Insured (c) – (e)** will be deemed to be a **Claim** against the relevant **First Named Insured** or any **Additional Insured** to which such party relates.
- (c) Without prejudice to 8 (a) or 8 (b) above, in circumstances that a **Claim** is made against any party described in the definition of **Insured (c) – (e)** and the **First Named Insured** or any **Additional Insured**, only one **Excess** shall apply to each of the **First Named Insured** or any **Additional Insured** in respect of that **Claim** and no additional **Excess** shall be payable in respect of any party described in the definition of **Insured (c) – (e)**.
- (d) Any **Limit of Indemnity** and the **Overall Limit of indemnity** shown in the **Schedule** applies in excess of the **Excess**.
- (e) The conditions of this **Policy** apply irrespective of the application of the **Excess**.

9. Insurance Act 2015

Nothing in this **Policy** is intended to put the **Insured** in a worse position than would apply by virtue of the provisions of Parts 2, 3 and 4 of the Insurance Act 2015. To the extent of any conflict between the terms of this **Policy** and the requirements of Parts 2, 3 and 4 of the said Act, the latter will prevail.

10. International Trade Sanctions

The **Insurer** shall not 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 **Insurer** 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.

11. First Named Insured to act as Agent

All persons falling within the definition of the **Insured** agree that the **First Named Insured** is their agent for all purposes in connection with this **Policy**. This **Policy** may be varied or rescinded by agreement between the **Insurer** and the **First Named Insured** without the consent of any other person falling within the definition of the **Insured** or otherwise.

12. Multiple Insureds

This **Policy** shall apply separately to each **Insured** in the same manner and to the same extent as though a separate contract of insurance had been agreed with each for its respective rights and interests. However, this will not:

- (a) operate to increase the **Limit of indemnity** or the **Overall Limit of Indemnity**.
- (b) apply to rights of cancellation as provided for by General Condition 3.

Unless carried out by the **First Named Insured**, the **Insurer** shall not avoid, terminate (except in accordance with General Conditions 3) or otherwise invalidate this **Policy** or fail to pay part or all of any **Claim** on the grounds of breach by an insured party and/or entity of any term or obligation or on any other grounds except in relation to that insured party and/or entity only.

13. Overall Limit of Indemnity and Limit(s) of indemnity

- (a) The **Overall Limit of Indemnity** applies to all the **Insureds** jointly
- (b) Any **Limit of Indemnity** shown in the **Schedule** applies to all the **Insureds** jointly
- (c) Any **Limit of Indemnity** shown in the **Schedule** shall be inclusive of, and not in addition to, the **Overall Limit of Indemnity**
- (d) **Defence Costs** shall be included within the **Limit of Indemnity** shown in the **Schedule**

irrespective of the number of persons or entities comprising the **Insureds** under this **Policy** or the 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).

14. Premium Payment Condition

The **First Named Insured** undertakes that the **Premium** shall be paid in full to the **Insurer** within 60 days of the **Issue Date** and shall have the burden of establishing that such payment has been made.

If the **Premium** due under this **Policy** has not been so paid to the **Insurer** by the 60th day from the **Issue Date** the **Insurer** shall have the right to cancel this **Policy** by notifying the **First Named Insured** in writing. The **Insurer** shall give not less than 30 days prior notice of cancellation to the **First Named Insured**. If the **Premium** due is paid in full to the **Insurer** before the notice period expires, notice of cancellation shall automatically be revoked. If not, the **Policy** shall automatically be deemed to have been terminated from inception.

15. Public Liability Insurance

The **Insured** shall, as a condition precedent to its right to indemnity under this **Policy**, ensure that during the **Survey Period** there is maintained in force a public liability insurance policy covering work undertaken as part of the **Survey** with a limit of indemnity of not less than £1,000,000 with respect to each and every occurrence or series of occurrences from one source or original cause.

16. Rights of Recovery

Immediately on the notification of a **Claim** or incident, occurrence, fact, matter, act or omission that might give rise to a **Claim** under this **Policy**, the **Insured** grants to the **Insurer** 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 the **Insurer** in accordance with Claims Condition 3. However, the **Insurer** agrees to waive any rights of recovery against any **Insured** unless the 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.

17. Submission of Survey and audit

The **Insured**, as a condition precedent to its right to indemnity under this **Policy**:

(a) shall submit:

- (i) the completed **EWS1 form** and the associated **Technical Report**; and
- (ii) the signed **Agreed Form Professional Appointment** (in respect of the **Survey**),

to the Department for Levelling Up, Housing and Communities (**DLUHC**) via any prescribed platform within fourteen (14) days of its completion (the **Insured** shall be provided with details of such prescribed platform upon inception of this **Policy**);

(b) agrees that the completed **EWS1 form** and the associated **Technical Report** can be audited by **DLUHC**, **DLUHC's** agents (or similar) appointed to carry out audits on **DLUHC's** behalf, or any relevant industry body;

(c) agrees that **DLUHC** may, at its discretion: (i) make public the completed **EWS1 form** and the associated **Technical Report** in such a format as **DLUHC**, in its reasonable opinion, considers necessary, and (ii) share any results from audits of **EWS1 forms** and associated **Technical Reports** carried out by **DLUHC** or its agents (or similar) with the relevant **Client** (as defined in the relevant signed **Agreed Form Professional Appointment**), any relevant industry bodies and the relevant professional body in respect of which the **Insured** is a member; and

(e) agrees to:

- (i) promptly respond to the reasonable requests of **DLUHC** (or any relevant industry body) in connection with their auditing of the completed **EWS1 form** and the associated **Technical Report**; and
- (ii) take any action (within a reasonable period of time) required by **DLUHC** (or any relevant industry body) following such audit.

SECTION 6 – EXCLUSIONS

The **Insurer** shall not be liable under this **Policy** for:

1. Adjudication

Any decision made against the **Insured** by an adjudicator who was not independent of the parties to the dispute.

2. Asbestos

Any **Claim** directly or indirectly resulting from the presence or release or possible presence or possible release of asbestos or asbestos containing materials in whatever form or quantity.

3. Contractual Limitation

Any **Claim** arising from a **Survey** carried out other than under the **Agreed Form Professional Appointment**.

4. Directors' and Officers' Liability

Any **Claim** against 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.

5. Dishonesty or Fraud

Any **Claim** arising out of any dishonesty or fraud of any **Insured** save to the extent that the **Claim** arises by reason of and was solely and directly caused by the (actual or alleged) dishonest and/or fraudulent act(s) of any individual who occupied the position of partner and/or director and/or member and/or **Employee** of the **First Named Insured** or **Additional Insured** during the **Survey Period** (whether committed alone or in collusion with others) which cause any **Client** of the **Insured** to suffer loss and provided always that:

- (a) no indemnity shall be afforded in respect of any **Claim** arising out of such dishonesty or fraud on the part of any person after discovery by the **Insured**, in relation to that person, of reasonable cause for suspicion of fraud or dishonesty;
- (b) any **Claims** arising out of dishonesty and/or fraud committed by a person or persons acting in concert shall for the purposes of this **Policy** be treated as one **Claim**.

6. Fines, Penalties, Punitive, Multiple or Exemplary Damages

Any fines, penalties or punitive, multiple or exemplary damages where such have been identified separately within any award of any court or tribunal.

7. Insolvency of the Insured

Any **Claim** arising out of or relating solely to the insolvency or bankruptcy of the **Insured**. This exclusion, however, shall not apply to any **Claim** that otherwise would be indemnified by this **Policy** but for the insolvency or bankruptcy of the **Insured**.

8. Insured vs Insured

Any **Claim** brought by or on behalf of any **Insured** or any director or officer, or equivalent, of any **Insured**.

9. Late Reliance

Any **Claim** resulting from the reliance upon the results of the **Survey** after:

- (a) five (5) years after the end of the **Survey Period**, or
 - (b) the carrying out of a subsequent **Survey** for a valid reason on the **Premises**,
- whichever is earlier.

10. Liability arising out of Bodily Injury

Any **Claim** arising out of **Bodily Injury** of any **Employee** whilst in the course of their employment for or on behalf of the **Insured**.

11. Liability arising out of Employment

Any **Claim** arising from any liability to any **Employee**, former **Employee** or prospective **Employee** in respect of employment-related libel, slander, humiliation or defamation, unfair or 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.

12. Liability involving Transport or Property Owned by the Insured

Any **Claim** arising out of:

- (a) the ownership, possession or use by or on behalf of the **Insured** of any aircraft, watercraft, hovercraft, motor vehicle or trailer.
- (b) the ownership or possession by or on behalf of the **Insured** of any buildings, structures, premises, land or property (mobile or immobile) or that part of any building leased, occupied or rented by the **Insured**.

13. No Fire Safety Requirement

Any **Claim** arising from a **Survey** undertaken in relation to the **Premises** where the **Premises** did not constitute a building where the top storey is more than 11m above ground level (as calculated in accordance with Diagram D6 of Approved Document B, 2019 edition incorporating 2020 amendments, as produced under the Building Regulations 2010).

14. Nuclear Risks

Any **Claim** whether directly or indirectly caused by, contributed to by or arising from loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

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

15. Ombudsman

Any ombudsman's award except to the extent covered under clause 2 of Section 1.

16. Other Policies

Any **Claim** to the extent that the **Insured** is, or would be but for the existence of this **Policy**, entitled to indemnity under any other policy of insurance.

17. Pollution

Any **Claim** arising directly or indirectly from **Pollution**. This exclusion shall not apply to any such **Claim** caused by a negligent act, negligent error or negligent omission in the carrying out of the **Survey**.

18. Previous Activities

Any **Claim** of whatsoever nature directly or indirectly caused by, resulting from or in connection with any survey, inspection, assessment or other professional activity of the **Insured** in relation to the **Premises** undertaken prior to the **Issue Date**.

19. Subsequent Work

Any **Claim** resulting from the reliance upon the results of the **Survey** where a subsequent **Survey** has been carried out on the **Premises** in the period of five (5) years prior to the end of the **Survey Period** (other than where the **Survey** is carried out for a valid reason).

This exclusion shall not apply to the first **Survey** undertaken following remedial works where the **Survey** is undertaken to certify such remedial works, where such remedial works have been carried out to remedy any defect identified by such previous **Survey**.

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**. This exclusion shall not apply to project models or displays.

21. Surveys and Valuations (qualifications and experience)

Any **Claim** received by the **Insured** where the **Survey** is or was undertaken by anyone who is not:

- (a) a Chartered or Incorporated Engineer with full membership of the Institution of Fire Engineers; or

- (b) a fully qualified member of the Royal Institution of Chartered Surveyors or a relevant professional body who has successfully completed the Royal Institution of Chartered Surveyors External Wall System Assessment Training Programme (only relevant to EWS1 assessments and EWS1 forms for buildings under 18 meters and for EWS1 forms that are certified as Option A and Option B in buildings with low or medium risk only).

22. Trading Losses

Any **Claim** arising out of any trading losses or trading liabilities incurred by the **Insured** including loss of any business or custom.

23. USA and Canada

Any **Claim** instituted or pursued in the United States of America, its territories and possessions or Canada (whether for the enforcement of a judgment or finding of a Court or tribunal of another jurisdiction or otherwise) or in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply or which involves the enforcement or attempted enforcement of a judgment or finding of a Court or tribunal of the United States of America, its territories and/or possessions or Canada.

24. War Risks

Any **Claim** of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the **Claim**:

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or any act of terrorism.

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 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 or religious 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 exclusion also excludes any **Claim**, costs 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 of the above.

SECTION 7 – INTERPRETATIONS AND DEFINITIONS

Interpretation

1. In this **Policy**, headings and notes are for information purposes only and are not to be construed as part of the **Policy**.
2. Any general or specific reference to statute(s) or statutory provisions, to include any bye-laws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made thereunder and any conditions attaching thereto, shall be construed as including a reference to any amendment, consolidation or re-enactment thereof for the time being in force.

Definitions

The following words and phrases are used in this **Policy** and/or **Schedule** and in certain instances the words may be used in the plural or singular form. Wherever they appear in “bold” text they are deemed to have the meaning set out below.

Additional Insured

means any party named as an **Insured** in the **Schedule** or any endorsement other than the **First Named Insured**.

Agreed Form Professional Appointment

means the England and Wales or Scottish version of the professional appointment (as applicable) entered into by the **Insured** in respect of the **Survey** that is to be (from time to time) in all material respects in the form of the document entitled “*External Wall System (EWS) Assessments Request for the Supply of Service (For Businesses)*”, as available at www.EWS1gateway.co.uk at

	the time the Insured is instructed to carry out the Survey .
Bodily Injury	means death and injury, illness or disease whether bodily or mental.
Claim	means: <ul style="list-style-type: none"> (a) any demand for damages or compensation from, or the assertion of a right against, the Insured. (b) any notice of intention, whether orally or in writing, to commence legal proceedings against the Insured. (c) any communication with the Insured in whatsoever form invoking any Pre-Action Protocols as may be issued and approved from time to time. (d) any pre-action communication with the Insured in whatsoever form relating to potential Scottish civil proceedings whether invoking any pre-action protocol or otherwise. <p>For the purpose of this Definition all Claims (whether made against or involving one or more persons or entities comprising the Insured and whether made by the same or different claimants) that arise directly or indirectly from the carrying out of the Survey shall be deemed to be a single Claim.</p>
Consent	means prior written consent (such consent not to be unreasonably withheld or unreasonably delayed or unreasonably withdrawn).
Coverholder	means the Coverholder specified in the Schedule . The Coverholder is authorised and regulated by the Financial Conduct Authority (the “ FCA ”) – its FCA firm reference number is specified in the Schedule .
Defence Costs	means all reasonable legal costs and expenses incurred with the Insurer’s Consent in the investigation, defence or settlement of any Claim , or any incident, occurrence, fact, matter, act or omission that might give rise to a Claim under this Policy . It does not include the Insured’s own costs and expenses.
Employee	means any person acting under a contract of service with the Insured , whether contracting directly with the Insured or through an agency, in respect of the carrying out of the Survey .
Excess	means the amount stated as such in the Schedule to be borne by the First Named Insured or any Additional Insured before the Insurer shall be liable to make any payment. For the purposes of calculating the amount of the Excess , the Turnover on which the Excess is based shall be the Turnover for the First Named Insured or Additional Insured as appropriate.
EWS1 form	means, in relation to a Survey , an External Wall Fire Review form with a rating determined by the Insured following a Survey in accordance with the BSI PAS 9980 “Fire risk appraisal and assessment of external wall construction and cladding of existing blocks of flats – Code of practice”, and which has been signed by the First Named Insured.
First Named Insured	means the Insured named first in the Schedule .
Limit of Indemnity	means the monetary amounts stated as such in the Schedule .
Insured	means each of the following: <ul style="list-style-type: none"> (a) the First Named Insured. (b) any Additional Insureds. (c) any individual occupying the position of partner and/or director and/or member of those parties mentioned in (a) or (b) above during the Survey Period. (d) any individual who was an Employee of those parties mentioned in (a) or (b) above during the Survey Period. (e) the estate, heirs and executors and/or legal/personal representatives of

those parties mentioned in (a) to (d) above in the event of their death, incapacity, insolvency or bankruptcy.

Insurer	means the insurance company [or insurance companies and/or Lloyd's syndicates] subscribing to this Policy and named in the Schedule .
Issue Date	means the time and date of issue of this Policy stated as such in the Schedule .
Overall Limit of Indemnity	means the total monetary amount the Insurer may pay under this Policy stated as such in the Schedule .
Ombudsman	means the United Kingdom Financial Ombudsman Service.
Policy	means this policy document, the Schedule and any endorsements which shall be read together as one contract.
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.
Premises	means the premises in England, Wales, Scotland or Northern Ireland stated as such in the Schedule and upon which the Survey is undertaken.
Premium	means the monetary amount stated in the Schedule .
Schedule	means the schedule of insurance which forms part of this Policy .
Survey	means the External Wall Fire Review (EWS1 survey) carried out by an Insured and/or by others acting for and/or behalf of an Insured during the Survey Period (in respect of the Premises) pursuant to the Agreed Form Professional Appointment but limited solely to the "Services" and solely for the "Purpose" (in each case, as detailed in the Agreed Form Professional Appointment) and excluding any "Excluded Services" and the "Excluded Purposes" (in each case, as detailed in the Agreed Form Professional Appointment).
Survey Period	means the period of time starting from the Issue Date and terminating upon the time and date of the completion of the EWS1 form by the Insured .
Technical Report	means, in relation to a Survey , a report produced in accordance with the BSI PAS 9980 "Fire risk appraisal and assessment of external wall construction and cladding of existing blocks of flats – Code of practice", and which has been signed by the First Named Insured.
Turnover	<p>(a) Where the Insured has undertaken any Surveys, in the course of its commercial operations, for a period of more than twelve (12) calendar months immediately prior to the Issue Date, Turnover shall mean the money paid or payable to or earned by the Insured in relation to the undertaking of such Surveys, in the course of its commercial operations, during the twelve (12) calendar months immediately prior to the Issue Date.</p> <p>(b) Where the Insured has not undertaken any Surveys, in the course of its commercial operations, for a period of more than twelve (12) calendar months immediately prior to the Issue Date, Turnover shall mean the estimated total amount of money expected to be paid or payable to or earned by the Insured in relation to the undertaking of such Surveys, in the course of its commercial operations, during the twelve (12) calendar months immediately following the Issue Date.</p>

In respect of (b), above, the estimated total amount of money expected to be paid or payable to or earned by the **Insured** in relation to the undertaking of any **Surveys** during the twelve (12) calendar months immediately following the **Issue Date** shall be replaced by the actual amount of money paid or payable to or earned by the **Insured** during that period in relation to the undertaking of such **Surveys** if, at the time of the **Claim**, such actual amount is known to the **Insured**.