

Professional Indemnity Insurance Section (Surveyors)

Definitions

Operative Wording

The operative wording applicable to this **Section** as specified in the **Schedule**.

NB This wording is only operative when the reference **AGCSPISURV010309** is specified in the Professional Indemnity section of the **Schedule**.

Adjudication Contract

A contract to which Part II of the Housing Grants, Construction and Regeneration Act 1996 applies or any contract containing an adjudication clause.

Appointed Representative

A person who, in accordance with the **FSMA** is a party to a contract with a person authorised in accordance with section 31 of **FSMA** which permits or requires him to carry on **Professional Services**, and who complies with such requirements as may be prescribed, and for whose **Professional Services** an **Insured** has accepted responsibility in writing.

Asbestos Inspections

Type 1, 2 or 3 inspections as set out in MDHS 100 published by the Health and Safety Executive in connection with regulation 4 of the Control of Asbestos at Work Regulations 2002, or any other comparable inspection.

Bodily Injury

Physical injury, sickness, disease or death of a natural person; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury.

Claim

Any:

- a) written demand for compensation in respect of a **Wrongful Act** of an **Insured**; or
- b) civil, regulatory or administrative proceedings whereby a **Wrongful Act** of an **Insured** is alleged.

Company

The **Policyholder** or any **Subsidiary** (including any predecessor business).

Cyber Liability

Any:

- (i) defamation;
- (ii) malicious falsehood (including slander of title and slander of goods);
- (iii) unintentional false attribution of authorship or passing off;
- (iv) unintentional infringement of intellectual property rights (including copyright, trademark, service mark, moral rights, patent rights, registered design), breach of confidence or infringement of any rights or privacy;
- (v) unintentional misuse of any information which is either confidential or subject to statutory restrictions on its use; or
- (vi) misuse by an **Employee** of an **Insured's** electronic signature or external mail.

