

RICS Fire safety amendment

It is agreed that:

1. Exclusion 23 is deleted and replaced by:

23 **Fire Safety**
Fire Safety Claims involving buildings in excess of four storeys.

2. The Definition of **Limit of Liability** for **Fire Safety Claims** arising directly or indirectly from any building or buildings of four or fewer storeys is deleted and replaced by:

shall be the lower of the amount stated in the **Schedule** or GBP 1,000,000 in the **Aggregate**.

Limit of Liability shall mean the lower of the amount stated in the **Schedule** or GBP 1,000,000 and which shall be the maximum amount of **Our** liability to pay:-

- a. any **Loss**; and
- b. any other loss suffered or cost or liability incurred by **You** in respect of which **You** may be entitled to an indemnity under this **Certificate's** Insuring Clauses in the **Aggregate**.

3. General Condition 20 is deleted and replaced by:

20 **Difference in Conditions**

This clause shall only apply to the extent of the minimum level of indemnity as set out in the RICS Insurance Rules subject to a maximum **Limit of Liability** of £1,000,000.

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

1. Fire Safety Exclusion(s) involving buildings in excess of four storeys;
2. Unlimited Aggregate Round the Clock Limit of Liability basis of coverage; or
3. **Excess** applicable to **Defence costs and expenses**.

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

1. Fire Safety Exclusion(s) involving buildings in excess of four storeys;
2. Unlimited Aggregate Round the Clock Limit of Liability basis of coverage; or
3. **Excess** applicable to **Defence costs and expenses**.

Any dispute between **Us** and **You** as to whether the cover under this **Certificate** is in any respect less favourable or gives less protection to **You** than the Approved Minimum Wording would, shall be referred by either party for arbitration in accordance with English

law and procedure to any person nominated by the President for the time being of the Royal Institution of Chartered Surveyors, whose decision shall be binding on both parties.