



PROFESSIONAL INDEMNITY INSURANCE POLICY ACCOUNTANTS (ICA)

IN CONSIDERATION of the **INSURED** hereto having paid to **INSURERS** the premium set forth in the Schedule, **INSURERS** HEREBY AGREE to provide the insurance described in this Policy of Insurance for the **PERIOD OF INSURANCE** subject to all the terms and conditions contained herein or endorsed hereon.

PROVIDED THAT:

- a) the total liability of **INSURERS** shall not exceed the **LIMIT OF INDEMNITY** or such other limits of indemnity as may be substituted therefor by memorandum hereon or attached hereto
- b) this Policy, the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears
- c) where there is more than one insurer, insurers' obligations under this Policy are several and not joint and are limited solely to the extent of their individual subscriptions. Insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations hereunder.

INSURING CLAUSES

INSURERS agree:

1. CIVIL LIABILITY

To indemnify the **INSURED** against any **LOSS** arising from a **CLAIM** first made against them during the **PERIOD OF INSURANCE** in respect of any civil liability incurred in the course of any **PROFESSIONAL BUSINESS**.

2. OMBUDSMAN AWARDS

To indemnify the **INSURED** against amounts payable and/or the cost of taking any steps which the **INSURED** is required to take in relation to a complainant by way of any binding award or determination made against the **INSURED** by any **OMBUDSMAN** for any **CLAIM** first made against the **INSURED** and notified to **INSURERS** during the **PERIOD OF INSURANCE** which arises in the course of any **PROFESSIONAL BUSINESS** carried on by or on behalf of the **INSURED**.

3. DEFENCE COSTS AND EXPENSES

To indemnify the **INSURED** in respect of all reasonable costs and expenses incurred with the prior written consent of **INSURERS** in the defence or settlement of any **CLAIM** which falls to be dealt with under Insuring Clause 1 or 2 of this Policy, provided that if a payment in excess of the **LIMIT OF INDEMNITY** has to be made to dispose of such a **CLAIM**, the liability of **INSURERS** for such costs and expenses shall be of such proportion hereof as the **LIMIT OF INDEMNITY** bears to the amount paid to dispose of that **CLAIM**.

4. LOSS OF DOCUMENTS

To indemnify the **INSURED** against reasonable costs and expenses necessarily incurred by the **INSURED** with the prior written approval of **INSURERS** in replacing or restoring **DOCUMENTS** either the property of or entrusted to or lodged or deposited with the **INSURED** named in the Schedule, having been discovered during the **PERIOD OF INSURANCE** to have been destroyed, damaged, lost or mislaid and which after diligent search by the **INSURED** cannot be found provided that:

- a) in respect of any computer systems records a back- up copy has been made and stored separately off site;
- b) the liability of **INSURERS** for such costs and expenses shall not exceed GBP 50,000 for any one claim and GBP 150,000 in the aggregate during the **PERIOD OF INSURANCE** which shall be included and not in addition to the **LIMIT OF INDEMNITY**;
- c) Any cover for costs of reconstituting or recovering lost, inaccessible or damaged documents owned or controlled by the **INSURED** or any other party acting on behalf of the **INSURED** under this Policy shall not apply to **DATA**.

5. LEGAL REPRESENTATION COSTS

To indemnify the **INSURED** in respect of costs and expenses incurred with the prior written consent of **INSURERS**, which are not otherwise indemnified as costs and expenses under Insuring Clause 3, for representation at any properly constituted hearing, tribunal or proceeding having the power to compel the attendance of the **INSURED** notified to **INSURERS** during the **PERIOD OF INSURANCE** provided that :

- a) **INSURERS** reasonably believe that representation could protect the **INSURED** against a **CLAIM** or loss or assist the **INSURED** in the defence of any subsequent or concurrent **CLAIM**, which would otherwise be covered under the Policy and
- b) the liability of **INSURERS** for any such costs and expenses shall not exceed GBP 100,000 in the aggregate in any **PERIOD OF INSURANCE** which shall be included and not in addition to the **LIMIT OF INDEMNITY**.

6. COMPENSATION FOR COURT ATTENDANCE

To compensate the **INSURED** in the event of:

- a) the legal advisers acting on behalf of the **INSURED** with the consent of **INSURERS** requiring any **DIRECTOR, PARTNER**, principal of the **INSURED** or **EMPLOYEE** to attend any court tribunal arbitration adjudication mediation or other hearing as a witness; or
- b) **INSURERS** requesting the attendance of any **DIRECTOR, PARTNER**, principal of the **INSURED** or **EMPLOYEE** as an interested party at any mediation in connection with a **CLAIM** made against the **INSURED** and notified under this Policy

INSURERS will provide compensation to the **INSURED** at the following rates for each day on which attendance is required:

- a) **DIRECTORS, PARTNERS** or principals of the **INSURED** GBP 250
- b) **EMPLOYEES** GBP 100

EXCESS CLAUSE

- a) **INSURERS** shall only be liable for that part of each and every claim made under the Policy which exceeds the **EXCESS**.

It is understood and agreed that if any payment is incurred by **INSURERS** which is the responsibility of the **INSURED**, then such amount shall be reimbursed to **INSURERS** by the **INSURED** forthwith on demand.

- b) The **EXCESS** shall be as specified in the Schedule for Insuring Clauses 1 and 2 . The Excess shall apply to each and every **LOSS** arising from a **CLAIM** made against the **INSURED** in respect of Insuring Clause 1 other than for **CLAIMS** or losses arising directly or indirectly out of **FINANCIAL SERVICES WORK** where the **EXCESS** shall apply to each and every **LOSS** arising from a **CLAIM** made against the **INSURED** and each and every **CLAIMANT**, each and every award or determination under Insuring Clause 2.
- c) Other than for **CLAIMS** or losses arising directly or indirectly out of **FINANCIAL SERVICES WORK**, the **EXCESS** shall not be applicable to costs and expenses payable under Insuring Clause 3 in respect of any **CLAIM** which falls to be dealt with under Insuring Clause 1 or 2.
- d) In respect of Insuring Clauses 4 and 5 the **EXCESS** shall be GBP 1000 which shall apply to each every loss under Insuring Clause 4 and each and every hearing, tribunal or proceeding under Insuring Clause 5.
- e) In respect of Insuring Clause 6 the **EXCESS** shall be nil.
- f) Notwithstanding the amount of the **EXCESS** the maximum amount to be borne by the **INSURED** at their own risk during the **PERIOD OF INSURANCE** under Insuring Clauses 1 and 2 shall not exceed the maximum calculated in accordance with the relevant provisions of the **PROFESSIONAL INDEMNITY INSURANCE REGULATIONS**.

SPECIAL CONDITIONS

FAILURE TO MAKE A FAIR PRESENTATION

Notwithstanding the statutory remedies available to **INSURERS** in the event of a qualifying breach of the duty of **FAIR PRESENTATION**, **INSURERS** will not rely on any qualifying breach to avoid the Policy provided that:

- a) where the qualifying breach was neither deliberate nor reckless; and
- b) the **INSURED** agrees to (i) pay additional Premium requested by the **INSURERS**, if any, and (ii) any additional policy terms; and
- c) where the **INSURED** should have notified a **CLAIM** or **CIRCUMSTANCE** or loss to:
- i. the insurer on risk during any period of insurance prior to this **PERIOD OF INSURANCE**,
- or
- ii. **INSURERS** during this **PERIOD OF INSURANCE** prior to obtaining an increase in the limit of indemnity, or other variation of terms,

INSURERS will indemnify the **INSURED** only to the extent the **INSURED** would have been indemnified under any more restrictive terms that would have been applied by either that insurer on risk prior to this **PERIOD OF INSURANCE**, or by **INSURERS** during this **PERIOD OF INSURANCE** prior to obtaining the increase in the limit of indemnity or variation of other terms.

In the case of c) above, where there was no insurer on risk during a period of insurance prior to the **PERIOD OF INSURANCE**, no cover will be afforded under this Policy.

EXTENDED PERIOD OF INSURANCE

The **PERIOD OF INSURANCE** shall be extended by the **EXTENDED PERIOD OF INSURANCE** where the **INSURED** has not, prior to the expiration of the original **PERIOD OF INSURANCE**, obtained **QUALIFYING INSURANCE**, incepting on and with effect from the day immediately following the expiration of the original **PERIOD OF INSURANCE**. This special condition shall not apply to policies of insurance issued by the Assigned Risks Pool.

RUN -OFF COVER

If the **INSURED** named in the Schedule ceases during or on expiration of the **PERIOD OF INSURANCE** or, if applicable, the **EXTENDED PERIOD OF INSURANCE**, **INSURERS** shall provide run-off cover in accordance with the **PROFESSIONAL INDEMNITY INSURANCE REGULATIONS** for a minimum of two years from the date of cessation. The provision of run-off cover may be conditional on payment of an additional premium by a specified date. In the event that run-off cover does not incept for reasons of non-payment, **INSURERS** shall give notice to the **RELEVANT INSTITUTE** within 7 days and the **INSURED** shall be deemed to consent to such notification being made.

EXCLUSIONS

The Policy shall not indemnify the **INSURED** against:

1. Prior Awareness

any **CLAIM** or **CIRCUMSTANCE** that may give rise to a **CLAIM** or loss which has been notified under any policy of insurance attaching prior to the inception of this Policy

2. Employment

any **CLAIM** or loss 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**, in connection with such employment

3. Death or Bodily Injury

- a) any **CLAIM** or loss arising out of the death of or bodily injury to or disease of or psychological injury to or emotional distress or anguish or shock or sickness of any **INSURED PERSON**
- b) any **CLAIM** or loss arising out of the death, disease, illness or bodily or mental injury (other than emotional distress arising from any libel or slander), of any person (not being an **INSURED PERSON**).

This Exclusion shall not apply where such **CLAIM** or loss arises from any actual or alleged breach of duty in the performance of (of failure to perform) **PROFESSIONAL BUSINESS**

4. Property

any **CLAIM** or loss arising out of physical loss of or damage to property. This Exclusion shall not apply where such **CLAIM** or loss arises from any actual or alleged breach of duty in the performance of (or failure to perform) **PROFESSIONAL BUSINESS**

5. Land and Vehicles

any **CLAIM** or loss arising directly or indirectly from the ownership, possession or use by the **INSURED** of land, buildings, aircraft, watercraft, vessels or mechanically propelled vehicles

6. Dishonesty &/or Fraud

any **CLAIM** or loss in respect of dishonest or fraudulent acts or omissions committed by any person after discovery of reasonable cause for suspicion of fraud or dishonesty on the part of that person.

Furthermore, no indemnity shall be afforded to any person committing or condoning such dishonesty or fraud ; and in the event of a **CLAIM** or loss being sustained as a result of any dishonest or fraudulent act or omission, the amount of indemnity under this Policy shall be reduced by an amount equal to the sum of any monies which but for such dishonesty or fraud would be due to any person from the **INSURED** or any monies of such person held by the **INSURED**, shall be deducted from any amount payable under this Policy

For the avoidance of doubt, no dishonest or fraudulent act or omission shall be imputed to a body corporate unless it was committed or condoned by, in the case of a company, all **DIRECTORS** of that company, or in the case of an LLP, all **MEMBERS** of that LLP

7. Trading Losses

any **CLAIM** or loss 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**, but this exclusion does not apply to any **CLAIMS** made against the **INSURED** for negligence in the normal course of their conduct of any receivership or procedures under the Insolvency Act 1986, the Bankruptcy & Diligence (Scotland) Act 2007, the Insolvency (Northern Ireland) Order 1989 or in the Republic of Ireland any receivership or insolvency procedures under the Companies Acts 2014 or the Bankruptcy Act 1988 or any amendment or re-enactment thereof

8. Warranties and Guarantees

any **CLAIM** or loss arising :

- a) out of the giving of any express or implied warranty or guarantee relating to the financial return of any investment or portfolio
- b) directly from any liability assumed by the **INSURED** under any express warranty or guarantee

unless such liability would have attached to the **INSURED** notwithstanding such express warranty, or guarantee

9. Pollution

any **CLAIM** or loss (including loss of value) arising directly or indirectly from **POLLUTION** This Exclusion shall not apply where such **CLAIM** or loss arises from any actual or alleged breach of duty in the performance of (of failure to perform) **PROFESSIONAL BUSINESS**

10. Legal Jurisdiction (CLAIMS and Territorial Limits)

- a) any **CLAIM** or loss which is the subject of legal proceedings brought against the **INSURED** in the United States of America or Canada or their territories or possessions (whether for enforcement of judgement brought in another jurisdiction or otherwise) or in which it is contended that the laws of any country state or political sub-division of the United States of America or Canada or their territories and possessions Canada should apply; or
- b) any **CLAIM** or loss arising from **PROFESSIONAL BUSINESS** carried out from any office of the **INSURED** situated in the United States of America or Canada

provided that this exclusion shall not apply if there was no reasonable basis for the **INSURED** to believe or suspect there was any prospect of such proceedings arising from the **PROFESSIONAL BUSINESS** carried out; Where there is cover available under this policy because the proviso has disapplied this Exclusion 10, then (but only to the extent of such cover) the following terms shall apply:-

1 **LIMIT OF INDEMNITY** shall mean the amount specified in the Schedule being the maximum amount payable by **INSURERS** irrespective of the number of claimants or number of **INSUREDs** under insuring clauses 1 and 2 (including costs and expenses payable under insuring clause 3) in the aggregate in any **PERIOD OF INSURANCE**

2 Any payment by **INSURERS** shall erode the **LIMIT OF INDEMNITY**.

3 The following additional exclusions shall apply:

INSURERS shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving any **CLAIM, CIRCUMSTANCE** or loss or other request to be indemnified under the policy:-

- (a) based upon the Employment Retirement Income Security Act of 1974 (or similar legislation) and any amendments thereto, or any rules or regulations promulgated thereunder;
- (b) arising out of any actual or alleged violations of the Racketeer Influenced and Corrupt Organisation Act 18 USC Sections 1961 et seq (or similar legislation) and any amendments thereto, or any rules or regulations promulgated thereunder;
- (c) arising out of any actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act of 1934 (or similar legislation) or any amendments thereto, or any rules or regulations promulgated thereunder;
- (d) for punitive or exemplary damages;

for seepage, pollution or contamination of any kind.

11. Radiation

any **CLAIM** or loss whether directly or indirectly caused by, or contributed to, or arising from:

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

12. Retroactive Date

any **CLAIM** or loss where the cause of such **CLAIM** or loss occurred or was alleged to have occurred prior to the Retroactive Date specified in the Schedule provided always that the Retroactive Date complies with at least the minimum required by the **PROFESSIONAL INDEMNITY INSURANCE REGULATIONS**. For the avoidance of doubt, in the absence of a Retroactive Date this exclusion shall not apply.

13. Asbestos and Mould

liability arising directly or indirectly from:

- a) the mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres, or material containing asbestos; or
- b) mould, including (but not limited to) toxic mould; or
- c) exposure to mould, including (but not limited to) toxic mould, asbestos, asbestos fibres, or material containing asbestos; or

- d) the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with mould, including (but not limited to) toxic mould, asbestos, asbestos fibres, or structures or material containing asbestos.

14. Terrorism and War

liability arising directly or indirectly from Terrorism or War Risks

For the purposes of this exclusion:

- a) Terrorism means an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto
- b) War Risks means war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

15. Fines Penalties and Punitive Damages

any taxes fines penalties punitive exemplary or aggravated damages where such damages have been identified separately within any award of a court or the multiple portion of any **CLAIM**.

This Exclusion shall not:

- a) apply to any **CLAIM** relating to any actual or alleged defamation arising out of the conduct of **PROFESSIONAL BUSINESS** carried on by, or on behalf of the **INSURED**; and
- b) operate to exclude or limit (or be construed as excluding or limiting) the scope of the indemnity afforded by Insuring Clause 2

16. Goods and Software

any **CLAIM** or loss arising directly from goods sold, supplied, repaired, altered, manufactured, constructed, installed or maintained by the **INSURED** or any person, acting for or on behalf of the **INSURED**, provided that this exclusion shall not apply in connection with activities covered under **PROFESSIONAL BUSINESS**

17. Directors and Officers and Trustees Liability

any **CLAIM** against any **INSURED** in their capacity as a **DIRECTOR, MEMBER**, officer or trustee in respect of the performance or non-performance of their duties as a **DIRECTOR, MEMBER**, officer or trustee unless the **CLAIM** or loss is in respect of the performance (or non-performance) of **SERVICES**

18. Insured V's Insured

any **CLAIM** by one **INSURED** against another **INSURED** except as provided for under Conditions 4 and 5

19. Relevant First Party Loss

- a) **RELEVANT FIRST PARTY LOSS** caused by, resulting from, or arising out of:

- (i) a **CYBER ACT**; or
- (ii) any partial or total unavailability or failure of any **COMPUTER SYSTEM**; or

provided the **COMPUTER SYSTEM** is owned or controlled by the **INSURED** or any other party acting on behalf of the **INSURED** in either case; or

(iii) the receipt or transmission of malware, malicious code or similar by the **INSURED** or any other party acting on behalf of the **INSURED**;

b) **RELEVANT FIRST PARTY LOSS** for breach of Data Protection Law in respect of Data by the **INSURED** or any other party acting on behalf of the **INSURED**.

20. Failure or Interruption of Services

any **CLAIM** directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided:

(a) to the **INSURED** or any other party acting on behalf of the **INSURED** by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the **INSURED**;

(b) by any utility provider, but only where such failure or interruption of service impacts a **COMPUTER SYSTEM** owned or controlled by the **INSURED** or any other party acting on behalf of the **INSURED**;

provided that this exclusion shall not apply to any **CLAIM** for loss or damage which arises from any actual or alleged breach of duty in the performance of (or failure to perform) **PROFESSIONAL BUSINESS**

CONDITIONS

A. The following conditions 1-4 are Conditions Precedent to Indemnity

1. Admission of Liability

The **INSURED** shall not admit liability for, or settle, any **CLAIM** or **CIRCUMSTANCE**, or incur any costs or expenses in connection therewith, without the prior written consent of **INSURERS** (such consent not to be unreasonably withheld or unreasonably delayed) who shall be entitled at any time to take over and conduct in the name of the **INSURED** the defence, investigation or settlement of any such **CLAIM** and to conduct an investigation into **CIRCUMSTANCE**. Nevertheless neither the **INSURED** nor **INSURERS** shall be required to contest any legal proceedings unless a Queen's Counsel or in the Republic of Ireland a Senior Counsel (to be mutually agreed upon by the **INSURED** and **INSURERS** or failing agreement to be appointed by the President of the **RELEVANT INSTITUTE**) shall advise that, taking due account of the interests of both **INSURERS** and the **INSURED**, such proceedings should be contested with the probability of success.

2. Notification

2.1 The **INSURED** shall give to **INSURERS** as soon as reasonably practicable and in any event not later than 30 days after the end of the **PERIOD OF INSURANCE** details in writing of:

- a) any **CLAIM**, writ, summons and/or process relating to any **CLAIM** or previously notified **CIRCUMSTANCE** served upon them or made against them and/or
- b) the discovery of any loss to them which is likely to be the subject of indemnity hereunder.

2.2. The **INSURED** shall give to **INSURERS** notice in writing as soon as reasonably practicable and in any event not later than the last day of the **PERIOD OF INSURANCE** of:

- a) any **CIRCUMSTANCE** or loss which the **INSURED** shall first become aware during the **PERIOD OF INSURANCE** ,
- b) the discovery of a reasonable cause for suspicion of dishonesty or fraud on the part of a present or past **DIRECTOR, PARTNER**, principal of the **INSURED, MEMBER, EMPLOYEE or ALTERNATE** whether potentially giving rise to a **CLAIM** or loss under this Policy or not,
- c) the receipt by the **INSURED** of notice of the intention to institute proceedings (including, but not limited to, legal proceedings, dispute resolution proceedings or disciplinary proceedings) against the **INSURED** or requiring the **INSURED** to attend any hearing, tribunal or proceedings.

Notice should be given to the address listed in the Schedule.

Provided notice has been given in accordance with this Condition then any subsequent **CLAIM** made against the **INSURED** or any subsequent loss discovered by the **INSURED** shall be deemed to have been made or discovered during the **PERIOD OF INSURANCE**.

3. Co-operation

The **INSURED** shall give such full co-operation to **INSURERS** as they shall reasonably require.

4. Dishonesty and Fraud

4.1 The **INSURED** shall at the request and expense of **INSURERS** take all reasonable steps to obtain reimbursement from any person committing or condoning any dishonest or fraudulent act or omission or from their estates or legal representatives

4.2 If the **INSURED** shall make any claim under this Policy fraudulently or knowing the same to be fraudulent as regards amount or otherwise, **INSURERS** may recover from the **INSURED** any sums that **INSURERS** have already paid to the **INSURED** in respect of the fraudulent claim. **INSURERS** may by notice to the **INSURED** treat this Policy as terminated with effect from the date of the **INSURED'S** fraudulent act and need not return any of the premium paid.

4.3 Where the **INSURED** has recovered monies from the person or persons committing or condoning dishonest or fraudulent acts or omissions as aforesaid or their estates or legal representatives and paid such recovered amounts to the **CLAIMANT**, the sums payable under this policy shall be only for the balance of any civil liability in excess of such amounts recovered. In the event of any delay or inability outside of the **INSURED'S** control in recovering such monies from the person or persons committing or condoning such dishonest or fraudulent acts or omissions or their estates or legal representatives, and subject always to the **LIMIT OF INDEMNITY**, **INSURERS** shall pay in full any amount payable to the **CLAIMANT** in respect of the **INSURED'S** civil liability, and the **INSURED** shall reimburse **INSURERS** in respect of such monies as and when such monies are recovered from the person or persons committing or condoning dishonest or fraudulent acts or omissions or their estates or legal representatives.

B. The following conditions are General Conditions

5. Subrogation

INSURERS shall not exercise any right of subrogation in the name of any **INSURED** against any other **INSURED** except as provided in Condition 4.

6. Series Clause

Where a series of **CLAIMS** or losses arise from a breach of or repeated breaches of a single duty or identical duties owed and arising from a single cause all **CLAIMS** and losses within that series shall for the purpose of the **LIMIT OF INDEMNITY** and the **EXCESS** under this Policy be treated as a single claim.

7. Legal Jurisdiction (Policy)

This Policy shall be governed by and construed in accordance with the laws of England and Wales/Scotland/Ireland (as applicable). The proper law for the interpretation of this Policy is English Law. The Courts of England and Wales/Scotland as applicable shall have exclusive jurisdiction for hearing and determining any litigation arising out of or in connection with the interpretation of this Policy and any arbitration proceedings shall be heard and determined solely in England/Wales/Scotland as applicable and in accordance with the laws and procedures of England and Wales or Scotland as applicable.

8. Arbitration Clause

Any dispute or difference arising under the terms of this Policy of Insurance between the **INSURED** and **INSURERS** shall be referred to a Queen's Counsel or in the Republic of Ireland a Senior Counsel for the purposes of arbitration whose decision will be final and binding such Queen's Counsel or in the Republic of Ireland a Senior Counsel to be agreed upon by both parties or in the absence of agreement, to be nominated by the President of the **RELEVANT INSTITUTE**. **INSURERS** agree to pay the costs of such referral except in those instances where indemnity has been denied and the Queen's Counsel or in the Republic of Ireland a Senior Counsel upholds **INSURERS'** decision.

9. Contracts (Rights of Third Parties) Act 1999

With regard to the Contracts (Rights of Third Parties) Act 1999 the **INSURED** and **INSURERS** agree and acknowledge that:

- a) this Policy does not, and is not intended to, confer any enforceable rights upon any Third Party, notwithstanding that **INSURERS** may, or may not, have acknowledged the interest of any Third Party,
- b) the parties to this Policy are, subject to agreement between **INSURERS** and the **INSURED** at their sole discretion, entitled to alter, amend, or cancel this Policy without reference to, or seeking the consent of, any Third Party, notwithstanding that **INSURERS** may, or may not, have acknowledged the interest of any Third Party,
- c) in the event that any Third Party seeks to enforce the provisions of this Policy in proceedings, **INSURERS** will have available to them the same defences or right of set-off as though such proceedings had been brought by the **INSURED**.

10. Relinquish Control by Payment of Claim

In connection with any claim **INSURERS** may at any time pay to the **INSURED** the **LIMIT OF INDEMNITY** less any sums already paid or any less amount for which such claims can be settled and thereupon **INSURERS** shall relinquish control of such claims and be under no further liability in connection therewith except for costs and expenses for which **INSURERS** may be responsible under this Policy in respect of matters prior to the date of such payment.

11. Compliance with OMBUDSMAN

Compliance by the **INSURED** with any rules, requirements, directions or guidance of any **OMBUDSMAN** will not constitute a breach of any clause of this Policy.

12. INSURED entitled to information and documentation

The **INSURED** shall be entitled to any and all information and/or documentation regarding the defence, investigation or settlement of any **CLAIM** and/or the investigation into any **CIRCUMSTANCES** as they may reasonably request from **INSURERS**.

13. Cancellation

This Policy may not be cancelled except if the **INSURED** and **INSURERS** agree mutually in writing to cancel the Policy. In the event of such agreement, **INSURERS** shall within 7 days of the date upon which such agreement in writing is reached, write to:

- a) the **INSURED** at the address shown in the Schedule notifying the **INSURED** that the Policy will be cancelled with effect from a date not less than 30 days after the date of such agreement;
- b) the **RELEVANT INSTITUTE** notifying it of the agreement, the effective date of the cancellation and the name of the **INSURED**.

14. Advancement of Defence Costs and Expenses

Notwithstanding the provisions of the part c) of the Excess Clause and exclusion 6 **INSURERS** will indemnify the **INSURED** in respect of costs and expenses payable under Insuring Clause 3 as and when they are incurred, including costs and expenses incurred on behalf of an **INSURED** who is alleged to have committed or condoned a dishonest or fraudulent act or omission, provided that **INSURERS** shall not be liable for costs and expenses incurred on behalf of such **INSURED** after the earlier of:

- a) the **INSURED** admitting to **INSURERS** the commission or condoning of such dishonest or fraudulent act or omission;
- b) a court or other judicial body finding that the **INSURED** was in fact guilty of such dishonest or fraudulent act or omission.

Each **INSURED** who admits to **INSURERS** the commission or condoning of such dishonest or fraudulent act or omission, or against whom there is a finding of a court or other judicial body that such **INSURED** was in fact guilty of such dishonest or fraudulent act or omission shall reimburse **INSURERS** in respect of costs and expenses advanced on that **INSURED**'s behalf.

In the event of any dispute concerning liability to indemnify the **INSURED** (including without limitation a dispute as to the policy year under which and **CLAIM** or **CIRCUMSTANCE** might fall to be dealt with between **INSURERS** and any insurer subscribing to the policy corresponding to this Policy in respect of a previous period of insurance , the **INSURED** and **INSURERS** agree that **INSURERS** will advance costs and expenses payable under Insuring Clause 3 and indemnify the **INSURED** in respect of any **CLAIM** which falls to be dealt with under Insuring Clause 1 or 2 above pending the resolution of any such dispute.

15. Other Insurance

The liability of **INSURERS** under this Policy is not reduced or excluded by reason of the existence or availability of any other insurance. This clause does not affect any right of **INSURERS** to claim contribution from any other insurer which is also liable to indemnify any **INSURED**.

16. No set-off

Any amount payable by **INSURERS** by way of indemnity under this Policy in respect of the **INSURED**'s civil liability to a **CLAIMANT** will be paid only to the **CLAIMANT**, or at the **CLAIMANT**'s direction.

Subject to Condition 4 **INSURERS** are not entitled to set off against any sums which are payable under this Policy any payment due to them from any **INSURED** including, without limitation, any payment of premium or any payment due to **INSURERS** by way of reimbursement. Notwithstanding the provisions of this clause, **INSURERS** shall only be obliged to pay any amount payable by way of indemnity in excess of the **EXCESS** and as provided in **EXCESS** clause. This Condition shall not apply where the **CLAIMANT** confirms in writing that the **INSURED** has paid in full any civil liability direct to the **CLAIMANT**

17. Compliance with Minimum Terms

17.1 The cover provided by this Policy shall, notwithstanding any Policy wording to the contrary be, in each and every respect and in respect of each and every **CLAIM** and in the aggregate, no less favourable and provide no less protection to the Insured than the Approved Minimum Wording as defined in the **PROFESSIONAL INDEMNITY INSURANCE REGULATIONS**

17.2 The limit of indemnity for **CLAIM(s)** or losses (excluding costs and expenses payable under Insuring Clause3) arising out of **AUTHORISED WORK** in any **PERIOD OF INSURANCE** , shall be no less than the minimum level of Professional Indemnity Insurance cover required under the Probate Regulations unless a higher amount is specified in the Schedule.

17.3 The limit of indemnity for **CLAIM(s)** or losses (excluding costs and expenses payable under Insuring Clause3) arising out of **INSURANCE MEDIATION WORK** in any **PERIOD OF INSURANCE** shall be no less than the minimum level of Professional Indemnity Insurance cover required under the Designated Professional Body Handbook unless a higher amount is specified in the Schedule.

17.4 If the insurance offered by this Policy exceeds that provided by the Approved Minimum Wording then, notwithstanding any Policy wording to the contrary, the limit of indemnity in respect of that additional indemnity shall be in addition to the limit of indemnity provided by the Approved Minimum Wording. However the additional indemnity will only operate when any insurance excess of the primary insurance has been exhausted by reason of claims.

17.5 In any dispute as to whether the cover under this Policy is in any respect or in the aggregate less favourable or gives less protection to the **INSURED** than the Approved Minimum Wording would do, an arbitrator who shall be agreed between **INSURERS** and the **INSURED**, or failing such agreement shall

be selected at the request of either **INSURERS** or the **INSURED** by the President for the time being of the **PROFESSIONAL INDEMNITY INSURANCE REGULATIONS**, shall be appointed to resolve the dispute. The arbitrator shall base his decision on the general intention of **INSURERS** and the **INSURED** as stated under Condition 17a) above and insofar as is possible on general principles of justice and equity. The arbitrator's decision shall be binding on both **INSURERS** and the **INSURED**.

18. Entity to act as Agent

All persons falling within the definition of the **INSURED** agree that the first **INSURED** named in the Schedule is their agent for all purposes in connection with this policy. This Policy may be varied or rescinded by agreement between **INSURERS** and this entity without the consent of any other person falling within the definition of the **INSURED** or otherwise

19. Sanctions

INSURERS shall not be deemed to provide cover or be liable to pay any **CLAIM** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **CLAIM** or provision of such benefit would expose **INSURERS** 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 or United States of America.

DEFINITIONS:

For the purpose of this Policy the following definitions are to apply:

1. ALTERNATE:

shall mean any individual practitioner, partnership, limited liability partnership, Isle of Man limited liability company or company who or which is acting in connection with the arrangements to cover the incapacity or death of a sole practitioner.

2. AUTHORISED WORK:

shall have the meaning given by the Probate Regulations of the Relevant Institute, in force at the date of the inception of this Policy.

3. CIRCUMSTANCE:

shall mean an incident, occurrence, fact, matter, act or omission that might give rise to a **CLAIM**

4. CLAIM:

shall mean a written or oral communication asserting a legal liability on the part of the **INSURED** or a notice from any **OMBUDSMAN**

5. CLAIMANT:

shall mean any person or entity which has made or may make a **CLAIM** including (without limitation) for contribution or indemnity and is deemed to include a complainant to the **OMBUDSMAN**.

6. COMPUTER SYSTEM:

shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

7. CYBER ACT:

shall mean an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any **COMPUTER SYSTEM**.

8. DATA:

shall mean information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **COMPUTER SYSTEM** .

9. DATA PROTECTION LAW:

shall mean any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data relating to personal data issued by any data protection regulator or governmental authority from time to time (all as amended, updated or re-enacted from time to time).

10. DIRECTOR:

shall have the meaning given by sections 250 and 251 of the Companies Act 2006, section 2 of the Companies Act 1963 of the Republic of Ireland or section 27 of the Companies Act 1990 of the Republic of Ireland (as appropriate) or any amendment or re-enactment thereof.

11. DOCUMENTS:

shall mean deeds, wills, agreements, maps, plans, records, books, letters, policies, 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).

12. EMPLOYEE:

shall mean any person, including any trainee or consultant, other than a **DIRECTOR, MEMBER, PARTNER** or principal in the **INSURED** named in the Schedule , who is or has been under a contract of service or apprenticeship with the **INSURED** named in the Schedule , whilst employed by and under the control of the **INSURED** in connection with the **PROFESSIONAL BUSINESS**.

13. EXCESS:

shall mean the amount for which the **INSURED** is responsible under this Policy.

14. EXTENDED REPORTING PERIOD:

shall mean the period starting from the day immediately following the expiration of the original **PERIOD OF INSURANCE** and ending with the earliest to occur of:

- a) the date that the **INSURED** obtains a replacement insurance policy that complies with the provisions of the **PROFESSIONAL INDEMNITY INSURANCE REGULATIONS**; or
- b) 30 days from receipt by the **RELEVANT INSTITUTE** of written notice from the **INSURER** of the commencement of the **EXTENDED REPORTING PERIOD**

15. FAIR PRESENTATION:

shall have the same meaning as found in s.3(3) Insurance Act 2015 or similar or successor legislation.

16. FINANCIAL SERVICES WORK:

shall mean regulated activities as more fully described in the Financial Services and Markets Act 2000 or the Central Bank and Financial Services Authority of Ireland Act 2004 or similar or successor legislation and regulations made thereunder.

17. INSURANCE MEDIATION WORK:

shall have the meaning given by the Designated Professional Body (Investment Business) Handbook of the **RELEVANT INSTITUTE**, in force at the date of the inception of this Policy.

18. INSURED:

shall mean any of the following:

- a) the **INSURED** named in the Schedule and, save for the purposes of part f) of the Excess Clause, any the predecessors in business of the said entity as disclosed to **INSURERS** ,
- b) those persons named in the last completed **PROPOSAL** and any other person or persons who have subsequently become **DIRECTOR(s)/PARTNER(s)/principal(s)/MEMBER(s)** in the **INSURED(s)** named in the Schedule prior to the expiry of the **PERIOD OF INSURANCE**,
- c) any former **DIRECTOR(s)/PARTNER(s)/principal(s)/MEMBER(s)** of the **INSURED** named in the Schedule for services performed for and on behalf of the **INSURED** named in the Schedule including **DIRECTOR(s)/PARTNER(s)/principal(s)/MEMBER(s)** remaining as consultants to the **INSURED** named in the Schedule),
- d) any **EMPLOYEE**,
- e) any person who is or has been under a contract for services with the **INSURED** named in the Schedule, save that such person shall only be an **INSURED** for the purpose of this Policy if and insofar as any **CLAIM** or loss arises out of **PROFESSIONAL BUSINESS** carried on by such person for or on behalf of the **INSURED** named in the Schedule,
- f) the estates and/or legal representatives of any **INSURED PERSON** noted under b), c) d) or e) hereof in the event of their death, incapacity, insolvency, or bankruptcy,
- g) any person who is acting on behalf of the **INSURED** named in the Schedule as an **ALTERNATE**.

19. INSURED PERSON:

shall mean any natural person insured hereunder.

20. INSURERS:

shall mean the Arch Insurance Company (UK) Ltd

21. LIMIT OF INDEMNITY:

shall mean the amount specified in the Schedule being the maximum amount payable irrespective of the number of claimants or number of **INSUREDs** under Insuring Clauses 1 and 2 (excluding costs and expenses payable under Insuring Clause 3) in respect of any one claim; or

for **CLAIM(s)** or losses arising directly or indirectly out of **FINANCIAL SERVICES WORK**, (including costs and expenses payable under Insuring Clause 3) in the aggregate in any **PERIOD OF INSURANCE** .

22. LOSS:

shall mean any and all damages, compensation and interest, including claimants' costs and expenses, payable by an **INSURED** whether by judgement, arbitration award or otherwise or agreed in any settlement.

23. MEMBER:

shall mean any member of a limited liability partnership, including, without limitation, a designated member

24. OMBUDSMAN:

shall mean the Financial Ombudsman Service appointed pursuant to the provisions of the Financial Services and Markets Act 2000 or any amendment or re-enactment thereof or any other ombudsman to whose jurisdiction the **INSURED** is subject by virtue of contract or law.

25. PARTNER:

shall have the meaning given by the Partnership Act 1890 or any amendment or re-enactment thereof

26. PERIOD OF INSURANCE :

shall mean the Period of Insurance specified in the Schedule.

27. POLLUTION:

shall mean contamination by naturally occurring or man-made substances, forces or organisms or any combination of them whether permanent or transitory and however occurring.

28. PROFESSIONAL BUSINESS:

shall mean

- a) professional services performed for or professional advice given to a third party by or on behalf of the **INSURED** in relation to the activities, declared in the **PROPOSAL**
- b) professional services performed or professional advice given by any **INSURED** whilst holding an individual appointment but if as a **DIRECTOR** or officer of a company only in relation to **SERVICES**
- c) the provision, sale, licence, lease, amendment or adaptation by the Insured of any computer software, hardware, solution, package or publication.

29. PROFESSIONAL INDEMNITY INSURANCE REGULATIONS:

shall mean the Professional Indemnity Insurance Regulations of the **RELEVANT INSTITUTE**, in force at the date of the inception of this Policy or on any renewal of the Policy at the date of such renewal

30. PROPOSAL:

shall mean all the written information supplied by the **INSURED** in whatever format to **INSURERS** and/or any **STATEMENT OF FACT** document.

31. QUALIFYING INSURANCE:

32. shall have the meaning given by the Professional Indemnity Insurance Regulations.

33. RELEVANT FIRST PARTY LOSS:

shall mean that part of any costs, disbursements or expenses incurred by the **INSURED** in investigating, reducing, avoiding or settling any potential **CLAIM** or **CIRCUMSTANCE** for which there is cover under Insuring Clause 3 of this Policy.

34. RELEVANT INSTITUTE:

shall mean the Institute of Chartered Accountants in England and Wales the Institute of Chartered Accountants of Scotland or the Institute of Chartered Accountants in Ireland

35. SERVICES:

shall mean all services performed or advice given by the **INSURED** in connection with tax matters, secretarial work, share registration, financial advice to management, book-keeping, management accounting, financial investigation and reports, the negotiation and settlement of any financial claims, company formations, investment advice, insurance and pension scheme advice and computer consultancy.

36. STATEMENT OF FACT:

shall mean the document which provides details of the **INSURED** and all material information relevant to this Policy and assumptions made by **INSURERS** about material information which the **INSURED** is required to correct with **INSURERS** as soon as possible if incorrect.

PRIVACY NOTICE

Personal information

Your insurance cover may include cover for individuals who are either insureds or beneficiaries under the policy ("*individual insureds*"). We and other insurance market participants collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

Your Obligations

To enable us to use individual insureds' details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured our personal information notice, which we have provided to you below, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

You must promptly notify us if an individual insured contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

Minimisation and notification

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

Personal information notice

The basics:

We collect and use relevant information about you, to provide the insurance cover that benefits you and to meet our legal obligations. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose such information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Depending on the circumstances, the use of your personal information may involve a transfer of data outside the UK and the European Economic Area to countries that have less robust data protection laws. We will endeavour to ensure that any such transfer is made with appropriate contractual safeguards in place.

We will not keep your information for longer than necessary. Under normal circumstances, this will be for no longer than seven years after the insurance cover that benefits you ends, though for some types of insurance, we may be required to retain data for longer due to our legal or regulatory obligations

Other people's details you provide to us:

Where you are providing us with personal information about a person other than yourself, you must provide this notice to them.

Where to find more details, contacting us and your rights:

You have rights in relation to the information we hold about you, including the right to access a copy of your information (and have this transferred to a third party) or request rectification of your information if it is inaccurate or incomplete. If you wish to exercise your rights or would like more details about how we use your

personal information please see our full privacy notice, which is available online at www.archcapgroup.com or contact us using the details provided.