

PROFESSIONAL INDEMNITY FOR MISCELLANEOUS PROFESSIONS

INTRODUCTION

Thank you for choosing Chapman & Stacey Ltd for your insurance needs.

Certain words contained within this document will be shown in black, **bold**-type font. These are specially defined terms, the meanings of which can be found in the relevant Definitions section. This does not apply to any capitalised heading.

This is your policy wording, it must be read alongside your policy schedule, as well as any endorsements and amendments we may issue as though they are one document. Together these documents form your policy.

We strongly recommend you take the time to thoroughly read through and familiarise yourself with the terms, conditions, limitations, and exclusions of your policy. If you have any questions or concerns regarding the cover provided or if it does not meet your requirements, please contact the person who arranged your insurance cover immediately.

ABOUT THE UNDERWRITER

Your policy is administered and underwritten by Chapman & Stacey Ltd on behalf of the **insurer** noted in your policy schedule.

ABOUT THE INSURER

Your Policy is administered by Chapman & Stacey Ltd and underwritten by Accelerant Insurance UK Limited.

Accelerant Insurance UK Limited is registered in England and Wales with company number 03326800 and has its registered office at One Fleet Place, London, England, EC4M 7WS. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Reference number 207658).

DUTY OF FAIR PRESENTATION

In accordance with section 3 of the Insurance Act 2015, **you** must have made a fair presentation of the risk to **us** prior to entering this contract.

In summary **you** must:

- (a) Disclose to **us** every material circumstance which **you** know or ought to know. Failing that, **you** must give **us** sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium);
- (b) Make the disclosure in clause (a) above in a reasonably clear and accessible way; and
- (c) Ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

The duty of fair presentation is a continuing obligation and applies when there are changes in the **insured's** circumstances which materially affect the risk or relate to compliance with a warranty or condition in the policy. **You** must notify **your** broker, intermediary or agent of any such changes as soon as **you** become aware of them.

In the event that there is a breach of the duty to make a fair presentation of the risk, the **insurer** will have various remedies available to them under the Insurance Act 2015. If **you** are in any doubt as to the scope of the duty of fair presentation or whether any information is material and ought to be disclosed, please contact **your** insurance intermediary.

CLAIMS AND COMPLAINTS

HOW TO MAKE A CLAIM

It is important for you to appreciate that this insurance is underwritten on a “claims made” basis. This means that any **claims** are dealt with under the terms of the contract of insurance in force at the time the **claim** or **circumstance** is notified and not the one that was in force at the time of the original error or omission that has led to the **claim**.

In the event you wish to make a **claim**, please notify the following in writing:

Telephone: +44 (0) 2073 987 624
Email: piclaims@omnyy.com
By post: Caytons, 10A, Tower 42,
25 Old Broad Street, London EC2N 1HQ

The **insurer** will only be deemed to have been properly notified once **you** have notified the above in writing.

HOW TO MAKE A COMPLAINT

We always aim to provide our clients with a high standard of service. Consequently, should we fail to meet your expectations; we will aim to resolve your concerns promptly and fairly.

If you have an enquiry or a complaint arising from a **claim** made on your policy, please contact us using the below details:

Telephone: +44 (0) 2073 987 624
Email: piclaims@omnyy.com
By post: Caytons, 10A, Tower 42,
25 Old Broad Street, London EC2N 1HQ

If you have an enquiry or a complaint about the policy or the service we offer please contact us using the below details:

Chapman & Stacey Ltd

Rockwood House Perrymount Road , Haywards Heath , RH16 3TW – Telephone 01444 450600

email mail@chapmanandstacey.co.uk

When making a complaint, please include in any initial correspondence, details of your complaint and policy, including your policy reference number, to enable the enquiry to be dealt with efficiently.

If you remain dissatisfied after your complaint has been considered, or you have not received a final decision within eight (8) weeks, you may be eligible to refer your complaint to the Financial Ombudsman Service using the below details:



Telephone: +44 (0) 8000 234 567
Email: complaint.info@financial-ombudsman.org.uk
By post: The Financial Ombudsman Service
Exchange Tower, Harbour Exchange,
London E14 9SR

Making a complaint does not affect your right to take legal action.

You may be entitled to compensation from the Financial Services Compensation Scheme if Accelerant Insurance UK Limited is unable to meet its obligations to you under this insurance. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

INSURER'S AGREEMENT

In consideration of the payment of or promise to pay within the terms of this policy, the premium, the **insurer** agrees to provide insurance in accordance with the terms, conditions, limitations, and exclusions of this policy during the **period of insurance**.

POLICY COVER

1. INSURING CLAUSES

1.1. Civil Liability

The **insurer** will indemnify the **insured** up to the **limit of indemnity** specified in the schedule in respect of **claims** first made against the **insured** during the **period of insurance** in respect of civil liability incurred in connection with the conduct of **professional business**.

This includes liability:

- (a) for claimant's costs and expenses;
- (b) as a result of any decision by an adjudicator appointed to resolve a dispute in accordance with the Statutory Scheme for Construction Contracts or an adjudication clause or rules contained in a contract;
- (c) as a result of any award by an arbitrator or tribunal of arbitrators;
- (d) as a result of any decision or award by an ombudsman under any ombudsman scheme in which the **insured** participates.

1.2. Defence Costs

The **insurer** shall in addition pay **defence costs** in connection with any **claim** or circumstance that may give rise to a **claim** under Insurance Clause 1.1 (Civil Liability).

However, if the amount required to dispose of a **claim** exceeds the available **limit of indemnity** the **insurer's** liability for **defence costs** in relation to such **claim** shall be limited to the proportion that the available **limit of indemnity** bears to the amount payable to dispose of such **claim**.

2. COVERAGE EXTENSIONS

The following extensions shall be subject to the same terms, conditions, exclusions, and limitations (including any **excess**) as apply to the corresponding Insuring Clause.

The extensions stated below shall form part of and are not in addition to the **limit of indemnity** specified in the schedule.

2.1. Loss of or Damage to Documents

The **insurer** shall in the event of loss of or damage to **documents** occurring in the conduct of the **professional business** and advised to the **insurer** during the **period of insurance**, indemnify the **insured** in respect of all costs and expenses reasonably incurred by the **insured** in replacing or restoring **documents** up to a maximum of GBP 250,000 during the **period of insurance**.

Provided that:

- (a) such loss or damage is sustained while the **documents** are either in transit or in the custody of the **insured**, or of any person to whom the **insured** has entrusted them;
- (b) where the **documents** are in electronic format the **insured** can demonstrate, to the reasonable satisfaction of the **insurer**, that the **insured** had in place sufficient and proper procedures for the security and the daily back-up of **documents**;
- (c) the **insurer** shall not be liable for loss of or damage to **documents** arising directly or indirectly from the:
 - (i) transmission or impact of any **virus**;
 - (ii) unauthorised access to a **computer system**.

2.2. Compensation for Court Attendance

In the event of:

- (a) the legal advisers acting on behalf of the **insured**, with the consent of the **insurer**, requiring any principal, partner, **member**, director or **employee** of the **insured** to attend any court tribunal, arbitration, adjudication, mediation or other hearing as a witness; or
- (b) the **insurer** requesting the attendance of any principal, partner, **member**, director or **employee** as an interested party at any mediation;

in connection with a **claim** made against the **insured** and notified under this policy, the **insured** will provide compensation to the **insured** at the following rates for each day on which attendance is required:

- (a) Any principal, partner, **member** or director of the **insured**: GBP 500
- (b) Any **employee**: GBP 250

2.3. Mitigation of Losses

The **insurer** will indemnify the **insured** against costs and expenses reasonably incurred with the **insurer's** prior written consent (such consent not to be unreasonably withheld or delayed) in respect of any action taken to mitigate a loss, or potential loss, that otherwise would be the subject of a **claim** under this policy. The onus of proving such loss or potential loss, under this Insurance Clause 2.3, shall be upon the **insured** who will be obliged to give prior written notice to the **insurer** during the **period of insurance** of the intention to take action that will incur such costs and expenses.

2.4. Data Protection Legislation Prosecution Defence Costs

The **Underwriter** will indemnify the **Insured** for 80 percent of any reasonable costs and expenses incurred for the defence of any proceedings under The General Data Protection Regulation 2016/679 (GDPR), or any successor legislation, where:

- (a) such proceedings are first brought against the **insured** during the **period of insurance** and notified to the **insurer** during the **period of insurance**; and
- (b) in the **insurer** reasonable opinion, defending such proceedings could protect the **insured** against any concurrent or subsequent **claim** arising from **professional business** undertaken by the **insured**; and
- (c) prior written consent has been sought from the **insurer** (such consent not to be unreasonably withheld or delayed).
- (d) the liability of the **insurer** shall not exceed GBP 250,000 in the aggregate in any **period of insurance**; and
- (e) the **insurer** shall not be liable in respect of the first GBP 1,000 of costs and expenses incurred in respect of each prosecution.

2.5. Legal Representation Costs

The **insurer** will indemnify the **insured** for 80 percent of any reasonable costs and expenses, which are not indemnified as **defence costs** under insurance clause 1.2, incurred by the **insured** where:

- (a) prior written consent has been sought from the **insurer** (such consent not to be unreasonably withheld or delayed); and
- (b) such costs are not otherwise covered by this policy for representation at properly constituted hearings, tribunals or proceedings in respect of any occurrence arising from the conduct of **professional business**; and
- (c) such costs and expenses are first instigated against the **insured** and notified to the **insurer** during the **period of insurance** in respect of any circumstance which may be the subject of indemnity under this policy.

Provided that the liability of the **insurer** shall not exceed GBP 250,000 in the aggregate during the **period of insurance**.

2.6. Joint Venture or Consortium

The **insurer** will indemnify the **insured**, in respect of any **claim** first made against the **insured** during the **period of insurance**, in their capacity as a member of a joint venture or consortium in respect of their civil liability arising out of the **insured's professional business**, provided that:

- (a) the **insurer** has been previously notified by the **insured** of any joint venture or consortium created prior to or during the **period of insurance**, and written consent has been given by the **insurer** (such consent not to be unreasonably withheld or delayed).
- (b) the indemnity shall only be to the extent of the **insured's** own proportionate share of any joint liability they may have as a member of that joint venture or consortium.

2.7. Acquisition or Creation of Subsidiary

If the **insured** creates or acquires during the **period of insurance** a new **subsidiary** (either directly or indirectly), the new **subsidiary** shall be automatically covered under this policy in relation to any act, error or omission committed, or alleged to have been committed, on or after the date the new **subsidiary** was created or acquired by the **insured**.

The **insurer** shall not be liable in respect of any **claim** or loss in relation to any such new **subsidiary** where:

- (i) the total turnover or gross fee income of the new **subsidiary** represents more than 20% of the **insured's** total turnover or gross fee income; and/or
- (ii) the new **subsidiary** has an office or representation outside of the United Kingdom;
- (iii) the **professional business** of the new **subsidiary** is not the same (or substantially the same) as the **insured**.

As a condition precedent to the **insured's** right to indemnity:

- (i) the **insured** must provide the **insurer** with particulars of the new **subsidiary** as soon as reasonably practicable following the creation or acquisition of the new **subsidiary**;
- (ii) the **insured** accepts any alteration in the terms of this policy reasonably required by the **insurer** and pays any reasonable additional premium required by the **insurer**.

Upon specific request by the **insured**, the **insurer** shall consider the provision of retroactive cover for any new **subsidiary** in respect of any act, error or omission committed, or alleged to have been committed, prior to the date of any such acquisition or creation. if the **insurer** agrees to provide such cover it shall be recorded by way of endorsement.

3. LIMITS OF INDEMNITY

- 3.1 The liability of the **insurer** under this policy shall not exceed the **limit of indemnity** specified in the schedule.
- 3.2 Where the **insurer** is liable to indemnify more than one person, firm, company or body, the total amount of indemnity payable under this policy shall not exceed the **limit of indemnity**.
- 3.3 All **claims** attributable to the same act, error or omission, or series of acts, errors or omissions, consequent upon or attributable to the same original cause or source, will be regarded as one **claim**.

POLICY EXCLUSIONS

The **insurer** shall not be liable to indemnify any **insured** or to make any payment under this policy in respect of any **claim**, liability or **defence costs** arising out of, caused by, resulting from, in consequence of, in connection with or in any way involving any of the following:

4.1 Adjudication and Arbitration

- (a) any decision made against the **insured** by an adjudicator who was not independent of the parties to the dispute;
- (b) any adjudication arising from an adjudication clause in a contract which contains timetable provisions for adjudication which are more onerous to the **insured** than those contained in the Scheme for Construction Contracts, referred to in the Housing Grants Construction and Regeneration Act 1996;
- (c) any arbitration award made in respect of any **claim** or counterclaim where the seat of the arbitration was located outside England Wales Scotland or Northern Ireland, unless that seat was agreed to by the **insurer**.

4.2 Asbestos Risks

any **asbestos risk**, whether relating directly to, indirectly to, or in consequence of **asbestos risk**.

This shall not apply to any such liability arising from any actual or alleged breach of duty in the performance of (or failure to perform) **professional business**, provided that no indemnity shall be granted in respect of:

- (a) any liability directly or indirectly resulting from **asbestos inspections** carried out by the **insured**;
- (b) any liability arising out of or in any way involving any **bodily injury** or fear of suffering **bodily injury**;

The liability of the **insurer** for civil liability and **defence costs** arising out of all **claims** notified during the **period of insurance** directly or indirectly resulting from **asbestos risks** shall not exceed GBP 1,000,000 in the annual aggregate, or the **limit of indemnity** in the schedule, whichever is lower.

4.3 Bodily Injury to Employees

any **bodily injury** to an **employee** arising out of and in the course of his or her employment for, or on behalf of, the **insured**.

4.4 Bodily Injury to Others or Damage to Property

any **bodily injury** to any person or loss of or damage to property (except as provided by Coverage Extension 2.1 (Loss of or damage to Documents) unless arising from any actual or alleged breach of duty in the performance of (or failure to perform) **professional business**.

4.5 Contractual and guarantees

any contractual agreement in respect of:

- (a) any express guarantee given by the **insured**; or
- (b) any express contractual penalty made between the **insured** and a third party; or
- (c) any acceptance by the **insured** of liability for liquidated damages; or
- (d) any agreement imposing upon the **insured** a standard of skill and care greater than that which would otherwise be imposed as a matter of law.

Insofar as liability assumed by the **insured** exceeds the amount of the **insured's** liability in the absence of such an agreement.

4.6 Controlling Interest

any **claim** made against the **insured** by:

- (a) any entity in which the **insured** or any partner, **member** or director, or any combination of partners, **members**, or directors of the **insured**, exercises or has exercised a controlling interest;

- (b) any entity exercising a controlling interest over the **insured** by virtue of their having a financial or executive interest in the operation of the **insured**;

unless such **claim** emanates from an independent third party.

4.7 Cyber Loss

any circumstance arising directly or indirectly from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer **Virus** or process or any other electronic system.

4.8 Design and Construct

any provision of advice design or specification where the **insured** contracts to:

- (a) manufacture construct erect or install; or
- (b) supply materials or equipment.

4.9 Directors' and Officers' Liability

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.

4.10 Dishonesty

any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person.

Furthermore, no indemnity shall be given to any person committing, condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature.

4.11 Employment

any liability to any **employee**, former employee or prospective employee, in respect of employment related libel, slander, humiliation or defamation, 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.

4.12 Excess

The **insured's excess**, as stated in the schedule.

4.13 Fines Penalties and Punitive Damages etc.

any 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 multiplied damage award.

4.14 Goods and Services

- (a) the supply of any goods by, or on behalf of, the **insured**;
- (b) any products manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by, or on behalf of, the **insured**;
- (c) any **claim** brought by any supplier, or prospective supplier, arising from or in connection with the actual or prospective supply to, or use by, the **insured** of goods or services.

4.15 Insolvency of the Insured

any insolvency or bankruptcy of the **insured**.

Provided that this shall not apply to any **claim** for which the **insured** would otherwise be indemnified by this policy but for the insolvency or bankruptcy of the **insured**.

4.16 Malicious or Reckless Behaviour

any **claim** arising from malicious and/or reckless behaviour.

4.17 Nuclear Risks

loss or destruction of or damage to any property whatsoever or any loss or expense of whatsoever nature 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) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4.18 Pension Benefit Schemes

any pension plan, programme or scheme providing benefits to the **insured** or any **employees**.

4.19 Pollution

any **claim** arising directly or indirectly from **pollution**.

This Exclusion shall not apply in respect of a **claim** made against the **insured** for a sudden or accidental presence, discharge, dispersal, release, migration or escape of any pollutant which occurred arising out of the performance of or failure to perform the **insured's professional business**, provided that:

- (a) no indemnity shall be granted in respect of any such **claim** directly or indirectly resulting from an **environmental audit** carried out by the **insured**;
- (b) the liability of the **insurer** for Civil Liability (under Insuring Clause 1.1) and **defence costs** arising out of all such **claims** notified during the **period of insurance** shall not exceed GBP 2,000,000 in the annual aggregate, or the **limit of indemnity** in the schedule, whichever is lower.

For the purposes of this Exclusion, **asbestos** is deemed not to be a contaminant or a pollutant.

4.20 Previous Claims or Circumstances

any:

- (a) **claim** first made against any **insured** prior to the commencement of the **period of insurance**;
- (b) acts, errors, omissions, circumstances or facts which any **insured** knew, or ought to have known prior to the commencement of the **period of insurance** that may give rise to a **claim**;
- (c) litigation or civil, criminal, administrative or regulatory proceedings, investigation or arbitration pending as at the commencement of the **period of insurance** or prior to the **period of insurance**;
- (d) new litigation derived from the same or essentially the same facts alleged in any pending or prior litigation.

4.21 Retroactive Date

any **claim** or loss, otherwise eligible for indemnity under this policy, where the cause of such **claim** or loss occurred or was alleged to have occurred prior to any **retroactive date** specified in the schedule.

4.22 Trading Losses

any **claim** arising out of, or in connection with, any trading losses or liabilities incurred by the **insured** or any business managed by or carried on by the **insured**.

4.23 Transportation or Property

the ownership, use, occupation or leasing of mobile or immobile goods or property by, or on behalf of, the **insured**.

4.24 USA and/or Canada

- (a) damages or other monetary awards, judgments or negotiated settlements, claimant's costs and expenses and **defence costs** connected with or arising out of any **USA and/or Canada claim**.

- (b) the enforcement, upholding or registration against the **insured** by any arbitrator, tribunal or court outside **USA and/or Canada** of any damages or other monetary awards, judgments or negotiated settlements, claimant's costs and expenses and **defence costs** connected with or arising out of any **USA and/or Canada claim**.
- (c) the operations of the **insured** or any principal, partner, **member**, director, **employee**, agent, branch, subsidiary or parent company of the **insured** in **USA and/or Canada**.

4.25 War and Terrorism

any **claim** arising directly or indirectly out of **war risks** or **terrorism**.

4.26 Perfluoroalkyl And Polyfluoroalkyl Substances

- (a) "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- (b) Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

The following definition applies:

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
 - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;
 - b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
 - c. Perfluoropolyethers (PFPE);
 - d. Fluorotelomer-based substances; or
 - e. Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph 1 above.

POLICY DEFINITIONS

The following terms where shown in black, **bold** type-font throughout this section have the special meanings given to them below. Any references to the plural include the singular, and vice versa.

5.1. Agency Worker

means any person supplied by a temporary work agency working temporarily for, and under the direction and supervision of, the **insured** or its **predecessors**.

5.2. Alternate

means any individual practitioner partnership limited liability partnership or company who is acting in connection with the arrangements to cover the incapacity or death of a sole practitioner.

5.3. Asbestos

means crocidolite, amosite chrysotile, fibrous actinolite, fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals.

5.4. Asbestos Containing Materials

means any material containing **asbestos** or **asbestos dust**.

5.5. Asbestos Dust

means fibres or particles of **asbestos**.

5.6. Asbestos Inspections

means 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 Regulations 2006, or any other comparable inspection whether of commercial or residential land or property.

5.7. Asbestos Risks

means:

- (a) the presence of **asbestos**, **asbestos dust** or **asbestos containing materials**;
- (b) the release of **asbestos dust**;
- (c) the exposure of persons buildings or property to **asbestos dust** or **asbestos containing materials**.

5.8. Bodily Injury

means accidental physical or mental injury, sickness or disease to, or death of, a person.

5.9. Claim

means:

- (a) service of a claim form, counterclaim other additional claim application notice, notice of appeal witness summons, or similar legal document, including an application for any related injunction; or
- (b) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman; or
- (c) a communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the insured or the assertion of a right against the insured; or
- (d) any communication, in whatsoever form, invoking any Pre-Action Protocols contained in the Civil Procedure Rules.

5.10. Computer System

means any computer, hardware, software, application, process, code, programme, information technology, communications system, or electronic device owned or operated by the **insured** or any other party. This

includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.

5.11. Defence Costs

means all costs and expenses (other than costs incurred in connection with Claims Condition 7.8 (b) (Dishonesty and Fraud) which are incurred by the **insurer**, or by the **insured** with the **insurer's** written consent, in connection with the defence, investigation or settlement of any **claim**, or in connection with any circumstances which might give rise to a **claim**.

The **insurer** shall not unreasonably withhold or delay its consent to the incurring of **defence costs**.

5.12. Documents

means:

- (a) documents (excluding bearer bonds, coupons, bank or currency notes, or other negotiable instruments);
- (b) **computer systems** records;

that are the property of the **insured**, or for which the **insured** is responsible.

5.13. Employee

means any person including any trainee or consultant, volunteer, work experience, temporary or **agency worker** under a contract of service with the **insured**, or the **predecessors**, in respect of the **professional business** at the time of any conduct giving rise to a **claim** against the **insured** or at the time of any other occurrence which may be the subject of indemnity under this policy.

5.14. Environmental Audit

means an investigation which is specifically intended to assess whether there is actual **pollution** present.

5.15. Excess

means the amount for which the **insured** is responsible in respect of any one **claim** under the following Insurance Clauses of this policy:

- (a) Insurance Clause 1.1 (Civil Liability)
- (b) Coverage Extension 2.3 (Mitigation of Losses)
- (c) Coverage Extension 2.6 (Joint Venture or Consortium)

The **excess** shall not apply to **defence costs**.

All **claims** attributable to the same act, error or omission, or series of acts, errors or omissions, consequent upon or attributable to the same original cause or source, will be regarded as one **claim**.

5.16. Insured

means the **insured** as named in the schedule. Each of the following parties will, in addition, be deemed the **insured** in respect of **claims** arising out of the conduct of **professional business** carried on by, or on behalf of, the **insured** as named in the schedule (provided that each shall be subject to the terms of this policy to the extent such terms can apply):

- (a) any current partner, director or member, or former partner, director, or member of the **insured**;
- (b) any person who may subsequently become a partner, director or member of the **insured** during the **period of insurance**;
- (c) any former partner, director or member of the **predecessors**;
- (d) any retired partner, director or member of the **insured** remaining as a consultant to the **insured**;
- (e) any **employee** or former **employee**;
- (f) those persons named in the **proposal** by the **insured** as consultants, or former consultants, and whose names have been accepted by the **insurer**;

- (g) any person who is acting on behalf of the **insured** as an **alternate**;
- (h) any estate, heirs, executors and/or legal representatives of any of those included in (a) to (g) above in the event of their death, incapacity, insolvency or bankruptcy.

5.17. Insurer

means the insurer(s) noted on the policy schedule as “The Insurer”.

5.18. Limit of Indemnity

means the maximum amount payable by the **insurer** under this policy as stated on the policy schedule for each Insuring Clause and which shall always apply excess of any applicable **excess**.

5.19. Member

means a member of a limited liability partnership as defined under the Limited Liability Partnerships Act 2000.

5.20. Microchip

means a unit of packaged computer circuitry manufactured in small-scale and made for program logic or computer memory purposes and expressly including integrated circuits and microcontrollers.

5.21. Period of Insurance

means the period from the inception to the expiration of this policy as set forth in the schedule.

5.22. Policy Territory

means the territory specified as such in the schedule but shall not, in any event, mean or include the **USA and/or Canada**.

5.23. 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.

5.24. Predecessors

means any person, practice or other firm to which the **insured** has succeeded.

5.25. Professional Business

means professional services as detailed in the schedule, including services performed or advice given by the **insured** (or the **predecessors**) in relation to activities declared in the **proposal**.

5.26. Proposal

means the proposal form, **statement of fact** and/or any declaration completed in respect of this insurance, including any renewal declaration and any information supplied by, or on behalf of, the **insured** in addition to, or in substitution for, these documents.

5.27. Retroactive Date

means the date (if any) as set forth in the schedule.

5.28. Subsidiary

means any entity in which the **insured** holds, directly or indirectly, more than fifty percent (50%) of the issued share capital. Where the **insured** is a partnership, an entity shall be a **subsidiary** of the partnership where such holding or right is held for the benefit of the partnership.

5.29. 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 His Majesty's government in the United Kingdom, or any government, whether legally established or not.

5.30. USA and/or Canada

means the United States of America and Canada, and in each case its territories, possessions and any state or political sub-division thereof.

5.31. USA and/or Canada Claim

means a **claim** brought against the **insured** in the **USA and/or Canada**, or which is instituted or pursued before an arbitrator, tribunal or in courts in the **USA and/or Canada** (whether for enforcement of judgment or otherwise), or in which it is contended that the laws of any country, state or political subdivision in **USA and/or Canada** should apply.

5.32. Virus

means programming code or series of instructions designed to achieve an unexpected, unauthorised, or undesirable effect or operation when loaded onto a **computer system**, transmitted between **computer systems** by transfer between **computer systems** via networks, extranets, internet, electronic mail (or attachments thereto), or via CD-ROMS, USB sticks or otherwise, and whether involving self-replication or not.

5.33. 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.

5.37 We/Us/Our

means Chapman & Stacey Ltd who are authorised to underwrite and administer this insurance by the **insurer** in accordance with a binding authority agreement registered under the "UMR" shown on the policy schedule.

5.38 You

means the first entity listed as "The Insured" on the policy schedule.

POLICY CONDITIONS

6.1. Other Insurance

If at the time any **claim** arises under this policy the **insured** is, or would but for the existence of this policy be, entitled to indemnity under any other policy or policies, the **insurer** shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this policy not been effected.

6.2 Governing Law and Jurisdiction

Unless otherwise stated on the schedule, this policy shall be governed by and construed in accordance with English law and any disputes arising out of or concerning this policy shall be subject to the exclusive jurisdiction of the courts of England and Wales.

6.3 Contracts (Rights of Third Parties) Act 1999

Any 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. This Condition does not affect any right or remedy which exists or would be available but for the operation of that Act.

6.4 Premium Payment Condition

You must pay us the premium due for this policy in full within 60 days of the start of the **period of insurance** unless **we** expressly agree alternative payment conditions.

If **you** do not pay the premium due within the specified time period, **we** shall give **you** 14 days' written notice of **our** intent to cancel the policy effective from any of the following (which **we** shall specify in **our** notice to **you**):

- (a) inception of the **period of insurance**;
- (b) the latest date in the **period of insurance** for which **we** have received premium; or
- (c) the date given in any notice **we** give you in accordance with this condition.

If **you** pay the outstanding premium due within the 14-day notice period, **our** notice to cancel shall automatically be withdrawn. If **you** do not pay within the 14-day notice period, this policy shall automatically cancel for all **insured's** and **we** will have no obligation to reinstate cover if payment is subsequently made after expiration of the notice period.

If, at any time during the payment or notice period **you** have made a **claim** or suffered a loss or notified any circumstance which could develop into a **claim** or loss under this policy, **we** shall not refund any premium and the full premium shall remain payable regardless of the date of cancellation.

6.5 Cancellation

You may cancel this policy at any time by giving no less than 14 days written notice to **us**. If **you** cancel this policy, **we** will refund **you** the premium paid based on the proportion of the remaining **period of insurance**. If the amount **you** have paid **us** does not cover the period **you** have been covered, **you** must pay us the outstanding difference within 14 days.

However, **we** will not refund any premium in the event **you** have made a **claim** or suffered a loss or notified any circumstance which could develop into a **claim** or loss under this policy.

6.6. Sanctions Suspension Condition

It is a condition of this policy that the provision of any cover, the payment of any **claim** or **loss** and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by **us** or the **insurer** would expose by **us** or the **insurer** to any sanction, prohibition, or restriction under any:

- (a) United Nations' resolution(s); or
- (b) the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or the **USA**.

Such suspension shall continue until such time as **we** and/or the **insurer** would no longer be exposed to any such sanction, prohibition, or restriction.

CLAIMS CONDITIONS

7.1. Claims Notification

If during the **period of insurance** the **insured** receives any **claim**, the **insured** shall give written notice of such **claim** to the **insurer** as soon as reasonably possible. All **claims** must be notified to the **insurer** no later than ten working days after the expiry of the **period of insurance**.

If during the **period of insurance** the **insured** becomes aware of any circumstance which might reasonably be expected to produce a **claim** against the **insured**, the **insured** shall give written notice of such circumstance to the **insurer** as soon as reasonably possible irrespective of either the **insured's** views as to whether such **claim** will succeed or as to whether the amount of the **claim** will exceed the **excess**. All circumstances must be notified to the **insurer** prior to the expiry of the **period of insurance**. Any **claim** arising from any circumstance notified to the **insurer** in accordance with this condition shall be deemed to have been made in the **period of insurance**.

7.2. Notifications and Adjudications

In order for **claims** to be accepted under this policy in respect of any adjudication for which indemnity is available under insurance Clause 1.1 (Civil Liability) the **insured** must comply with the following:

- (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 of the notices referred to in Claims Condition 7.2 (a) without the prior written consent of the **insurer** (such consent not to be unreasonably withheld or delayed) unless in the **insured's** reasonable opinion service of those notices will not give rise to a **claim** against the **insured**.

Failure to comply with this Condition will result in the **claim** being rejected.

7.3. Notification of Reviews by an Ombudsman

In order for **claims** to be accepted under Insurance Clause 1.1 (d) of this policy, the **insured** must give notice to the **insurer** in writing within ten working days of it becoming aware that any ombudsman is, or will be, reviewing a case directly affecting the **insured**.

Failure to comply with this Condition will result in the claim being rejected.

7.4. Supporting Documentation and Admissions

All documents supporting any **claim** shall be forwarded to the **insurer** immediately on receipt.

No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **insured** without the written consent of the **insurer** (such consent not to be unreasonably withheld or delayed).

7.5. Conduct of Claims and Rights of Recovery

The **insured** shall give all such assistance as the **insurer** may reasonably require.

The **insurer** shall be entitled to take over and conduct in the name of the **insured** the defence or settlement of any **claim** or to prosecute or bring proceedings in the name of the **insured** for its own benefit any **claim** and shall have full discretion in the conduct of any proceedings and in the settlement of any **claim**.

The **insurer** shall not exercise any rights of recovery against any **employee** unless the **claim** has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of such **employee**.

7.6. King's Counsel Clause

The **insured** shall not be required to contest or compromise any legal proceedings unless a King's Counsel (or by mutual agreement between the **insured** and the **insurer** a similar authority) shall advise that such proceedings could be contested or compromised with the probability of success.

7.7. Disposal of Claims

In connection with any **claim** against the **insured**, the **insurer** may at any time pay to the **insured** the **limit of indemnity** (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of

such **claim**) or any less amount for which such **claim** can be settled and thereupon the **insurer** shall relinquish the control of such **claim** and be under no further liability in connection therewith except for **defence costs** for which the **insurer** may be responsible under this policy in respect of matters prior to the date of such payment.

7.8. Dishonesty and Fraud

In respect of any **claim** under this policy arising out of any dishonest or fraudulent act or omission:

- (a) the **insured** must immediately take all reasonable steps to prevent further loss;
- (b) if the **insurer** so requests the **insured** shall take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such dishonest or fraudulent act or omission or from the personal representatives of such person;
- (c) any monies recovered following action as described in 7.8(b) above will be deducted from any amount payable under this policy.

DATA PROTECTION NOTICE

WHO WE ARE

Chapman & Stacey Ltd is a “data controller” providing regulated insurance services on behalf of Accelerant Insurance UK Limited.

THE BASICS

We collect and use relevant information about you to provide our insurance mediation services to you, including (as applicable) arranging the insurance cover from which you benefit or handling your claims, 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 mediation services we provide to you. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

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 our insurance mediation services to you, including (as applicable) arranging 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 your personal information in connection with the insurance mediation services that we provide and to the extent required or permitted by law.

OTHER PEOPLE’S DETAILS THAT YOU PROVIDE TO US

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

FURTHER DETAILS

For more information about how we use your personal information please see our full privacy notice, which is available online on our website (www.chapmanandstacey.co.uk) or in formats on request.

CONTACTING US AND YOUR RIGHTS

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact our Data Protection Manager at:

Chapman & Stacey Ltd

Rockwood House Perrymount Road , Haywards Heath , RH16 3TW – Telephone 01444 450600

email mail@chapmanandstacey.co.uk