

# **POLICY WORDING**

Please read carefully and retain



**intasure**<sup>®</sup>  
Insurance that speaks your language

## **Professional Indemnity Insurance** for Insurance Brokers



# Welcome to Intasure Professional Indemnity Insurance

designed specifically for Insurance Brokers



## Introduction

In return for payment by the **INSURED** to the **INSURER** of the **PREMIUM** required, the **INSURER** will provide the Insurance described herein subject to the provisions set out in the Policy.

The policy of insurance is issued in accordance with the authorisation granted under contract to Intasure and underwritten by Channel Syndicate 2015 at Lloyd's.

This policy document should be read together with the **SCHEDULE** and any Endorsement(s).

Your **PREMIUM** has been based upon the information shown in the **SCHEDULE** and you should ensure that you are clear about the restrictions and exclusions that apply and what your responsibilities are under the policy as a whole.

This a "Claims made and Reported" Policy. Section 5 of the Policy terms and conditions detail how **CLAIMS** should be reported and how they will be handled. If the **INSURED** fails to follow these conditions, the **INSURERs** may not pay the **CLAIM**, or any payment could be reduced.

for and on behalf of Intasure®

**ENQUIRIES:** +44 (0)208 253 0842

+44 (0)345 303 2725

Mon - Fri 9am - 5.30pm

**CLAIMS:** +44 (0)345 111 0672 (24 Hours)

**Intasure**  
AMP House  
Dingwall Road  
Croydon  
Surrey  
CR0 2LX

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# How to use your Policy

## YOUR POLICY

Here is your new Policy containing details of the cover you have arranged. We have made every effort to make our intentions clear. Please read your Policy carefully and if you have any queries we will be pleased to help you.

We aim to provide a high level of service and to pay **CLAIMS** fairly and promptly within the terms set out in the Policy.

## IF YOU HAVE A QUERY

If you have a query regarding this policy you should contact us using telephone numbers at the beginning of this Policy Wording.

## CANCELLATION INFORMATION

You have the right to cancel the insurance Policy 30 days from the day after receipt of the documentation and receive a full refund of any **PREMIUM** paid, provided that there have been no **CLAIMS** either paid, reported or outstanding. For the purpose of this cancellation clause, it will be deemed that you will have received the Policy documents upon the day following the date it was emailed / posted to you.

Once cover has commenced outside the 30 day period, you may cancel your policy at any time and will receive a pro-rata refund. The pro-rata refund will consist of a deduction for the period of cover and any fees paid. This will also be subject to no **CLAIMS** or circumstances having either been paid, reported or outstanding.

For the **INSURER'S** cancellation rights, please refer to Section 5.9a of your Policy Wording.

## USING THE HELPLINES

The telephone numbers of the Helplines are shown on the inside front cover of this document.

## HOW TO MAKE A CLAIM

To make a **CLAIM**, first read the Policy and **SCHEDULE** to check that you are covered. To register a **CLAIM** please contact Intasure on **0345 111 0672**, or you may write to:

Intasure, AMP House, Dingwall Road, Croydon CR0 2LX.

## YOUR RESPONSIBILITIES

We will expect you to comply with all terms and conditions.

## GOVERNING LAW

This policy shall be governed by and construed in accordance with the laws of England and Wales.

## Section 1 - Insuring Clauses

In consideration of the **PREMIUM** paid or to be paid by the **INSURED**, the **INSURER** agrees to indemnify the **INSURED**, subject to the terms, conditions, exclusions and limitations in this policy.

### 1.1 Civil Liability

The **INSURER** shall indemnify the **INSURED** against any **CLAIM** first made against the **INSURED** and **NOTIFIED** during the **PERIOD OF INSURANCE** in respect of any civil liability and which arises out of the **INSURED'S BUSINESS**, including **INSURED'S** liability for acts and omissions of **APPOINTED REPRESENTATIVES** named in the **PROPOSAL** form or whose appointment during the **PERIOD OF INSURANCE** has been **NOTIFIED** to and agreed by the **INSURER**.

### 1.2 Ombudsman Awards

The **INSURER** will indemnify the **INSURED** against:

- (a) any amount paid/or payable and/or
- (b) the cost of taking any steps which the **INSURED** is directed to take in relation to a complainant

in accordance with any final and binding award or determination of any Ombudsman appointed pursuant to the provisions of the Financial Services and Markets Act 2000 provided that the **CLAIM** giving rise to the award or determination of the Ombudsman was first made against the **INSURED** and **NOTIFIED** during the **PERIOD OF INSURANCE** and that the **CLAIM** arises out of the **INSURED'S BUSINESS**.

### 1.3 Dishonesty

The **INSURER** shall indemnify the **INSURED** against any **CLAIM** first made against the **INSURED** and **NOTIFIED** during the **PERIOD OF INSURANCE** and which arises out of the conduct of the **INSURED'S BUSINESS** by reason of any dishonest or fraudulent act or omission on the part of any **EMPLOYEE**.

### 1.4 Loss of Documents

The **INSURER** shall indemnify the **INSURED** for reasonable and necessary costs, incurred with the **INSURER'S** prior written and continuing consent, of repair, replacement or reconstitution of any **DOCUMENT** which has been unintentionally destroyed, damaged, lost or mislaid (and which after diligent search cannot be found) the occurrence of which has been discovered and **NOTIFIED** during the **PERIOD OF INSURANCE**. However, the **INSURED** will not be indemnified in relation to any **DOCUMENT** which is kept in magnetic or electronic form unless such **DOCUMENT** is duplicated and the duplicate is stored separately, as a back-up off site or in a secure fire

proof safe.

### 1.5 Data Protection

The **INSURER** shall indemnify the **INSURED** for **DEFENCE COSTS AND EXPENSES** resulting from any prosecution first brought against the **INSURED** and **NOTIFIED** during the **PERIOD OF INSURANCE** which arises out of the conduct of the **INSURED'S BUSINESS** in respect of any offences or alleged offences under the Data Protection Act 1998 or similar legislation.

### 1.6 Legal Representation Costs

The **INSURER** shall indemnify the **INSURED** for **DEFENCE COSTS AND EXPENSES** for representation at any hearing, tribunal or proceeding having the power to compel the attendance of the **INSURED** involving a proceeding first commenced and **NOTIFIED** during the **PERIOD OF INSURANCE**, provided always that:

- (a) This Insuring Clause will only apply to any proceeding arising out of work performed by or on behalf of the **INSURED** in the ordinary course of the **INSURED'S BUSINESS**;
- (b) The **INSURER** shall not be liable to pay any penalty, fine or award of costs imposed on the **INSURED** arising from such prosecution unless compensatory in nature and payable to a third party;
- (c) No costs, charges and/or expenses other than those incurred with the written consent of the **INSURER** shall be payable hereunder.

### 1.7 Defence Costs and Expenses

The **INSURER** will indemnify the **INSURED** for Defence Costs provided that:

- (a) such Defence Costs are incurred with the prior written and continuing consent of the **INSURER**; and
- (b) where Defence Costs are payable in addition to the **LIMIT OF INDEMNITY**:
  - (i) if a payment greater than the **LIMIT OF INDEMNITY** available from the **INSURER** has to be made to dispose of a **CLAIM**, or
  - (ii) if the **INSURED** is under an obligation to pay a sum greater than the **LIMIT OF INDEMNITY** as a result of a judgment, award, settlement or otherwise,

then the **INSURER'S** liability for Defence Costs associated with such **CLAIM** shall be that proportion of the Defence Costs as the **LIMIT OF INDEMNITY** available from the **INSURER** for such **CLAIM** bears to the amount required to be paid to dispose of the **CLAIM** or meet the obligation..

## Section 1 - Insuring Clauses

### 1.8 Approved Persons Defence Costs

The **INSURER** shall indemnify the **INSURED** with the prior written consent of the **INSURER** for **DEFENCE COSTS AND EXPENSES** resulting from any investigation by the Financial Conduct Authority first made against an **APPROVED PERSON** and **NOTIFIED** during the **PERIOD OF INSURANCE** which arises out of the conduct of the **INSURED'S BUSINESS**.

### 1.9 Compensation for Court Attendance

The **INSURER** will provide compensation to the **INSURED** with the prior written consent of the **INSURER**, in the event that the legal advisers acting on behalf of the **INSURED** require any of the **INSURED** or any **EMPLOYEE** (not including expert witnesses), to attend court or any arbitration or adjudication hearing as a witness of fact in connection with a **CLAIM** made against the **INSURED** during the **PERIOD OF INSURANCE** at the following rates for each day or part thereof on which attendance is required:

- (a) Any principal, partner, **MEMBER** or director of the **INSURED** GBP 500
- (b) Any **EMPLOYEE** GBP 250

### 1.10 Binding Authorities

The **INSURER** shall indemnify the **INSURED** against any **CLAIM** first made against the **INSURED** and **NOTIFIED** during the **PERIOD OF INSURANCE** in respect of any civil liability incurred arising from the operation of any binding authority or delegated authority issued or granted to the **INSURED** by an **INSURER** or underwriter provided that all binding authorities and/or delegated authorities have been declared and accepted by the **INSURER**.

## Section 2 - Limit of Indemnity

### 2 LIMIT OF INDEMNITY

- 2.1** The **LIMIT OF INDEMNITY** under insuring clauses 1.1, 1.3 and 1.10 (other than in respect of **DEFENCE COSTS AND EXPENSES**) shall not exceed the **LIMIT OF INDEMNITY** in respect of any one **CLAIM**. The **INSURERs** total liability under insuring clause 1.2, (or under 1.1 in respect of any award by the Financial Ombudsman Service) shall not exceed GBP150,000 in the aggregate whether or not the **CLAIM** or loss also arises under any other insuring clause. The **INSURERs** total liability under insuring clauses 1.4, 1.5, 1.6, 1.8 and 1.9 shall not exceed GBP100,000 in the aggregate per clause, whether or not the **CLAIM** or loss also arises under any other insuring clause. The **INSURER's** total liability under this policy shall not exceed the **LIMIT OF INDEMNITY** in the aggregate for all **CLAIMS** and losses (including **DEFENCE COSTS AND EXPENSES**) arising out of **REGULATED BUSINESS**.
- 2.2** All **CLAIMS** and losses (under any or all of the insuring clauses) that arise directly or indirectly from or are attributable to the same originating cause or source, or the same act, error or omission, or any series of acts, errors or omissions that are in any way related are deemed to be one **CLAIM** for the purposes of the **LIMIT OF INDEMNITY** provided always that this clause does not operate to provide cover under this policy for any **CLAIMS** or losses that would not be covered by this policy but for this clause.
- 2.3** Any payment in respect of **REGULATED BUSINESS** or insuring clause 1.2, (or under 1.1 in respect of any award by the Financial Ombudsman Service), 1.4, 1.5, 1.6, 1.8 or 1.9 or an endorsement that is subject to an aggregate limit that is less than the **LIMIT OF INDEMNITY** stated in the **SCHEDULE** arising out of or attributable to the same originating cause or source as any **CLAIM**, or arising out of any act, error or omission or series of acts, errors or omissions that are in any way related to any **CLAIM**, shall erode the **LIMIT OF INDEMNITY** available in respect of that **CLAIM**.
- 2.4** Where the **INSURER** is liable to indemnify more than one person, firm, company or body the total amount of indemnity payable under this Insurance shall not exceed the **LIMIT OF INDEMNITY**.
- 2.5** 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**.

## Section 3 - Excess

### 3 EXCESS

- 3.1** The **EXCESS** shall be the amount stated in the **SCHEDULE** other than in respect of insuring clause 1.4 when the **EXCESS** shall be GBP2500 each and every **CLAIM** and each and every loss and clause 1.9 where the **EXCESS** shall be nil.
- 3.2** A separate **EXCESS** shall apply to each and every **CLAIM**. For **CLAIMS** arising out of **REGULATED BUSINESS** a separate **EXCESS** shall apply to each and every **CLAIM**, each and every loss and each and every claimant.
- 3.3** The **EXCESS** shall not apply to **DEFENCE COSTS AND EXPENSES** except in respect of insuring clauses 1.2, 1.5, 1.6 and 1.8 and **CLAIMS** arising out of **REGULATED BUSINESS**.
- 3.4** Notwithstanding the **EXCESS** stated in 3.1 above the **EXCESS** shall be made up of a compulsory **EXCESS** highlighted on the **SCHEDULE** in addition to any voluntary excesses selected by the **INSURED**.



## Section 4 - Exclusions

### 4 EXCLUSIONS

The **INSURER** shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving:

#### 4.1 Known Circumstance(s)

Any circumstance(s) that a reasonable person would believe could give rise to a liability under this policy and which circumstance(s) was (or were) or ought to have been known to the **INSURED** prior to the **PERIOD OF INSURANCE**.

#### 4.2 Bodily Injury and/or Property Damage and/or Pollution and/or Land and Vehicles and/or Asbestos and/or Fungi

- (a) **BODILY INJURY**, sickness, disease, emotional distress (other than emotional distress arising from any libel or slander), mental anguish, mental stress or the death of any person; or
- (b) Any damage to or destruction or loss of any property (except as provided under insuring clause 1.4) including loss of use; or
- (c) The ownership, possession or use of any aircraft, watercraft, hovercraft, motor vehicle, trailer, or other means of transport, or any buildings, structures, premises or land or any property (mobile or immobile); or
- (d) Any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind; or ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; or
- (e) Asbestos or any product or material containing asbestos in whatever form or quantity; or

#### (f) FUNGI

unless such **CLAIM** arises directly from negligent advice and/or negligent design and/or negligent specification by the **INSURED** or by any **EMPLOYEE** or by any other person, firm or company directly appointed by and acting for and on behalf of the **INSURED** in the course of the **INSURED'S BUSINESS**;

#### 4.3 Trading Losses

Any trading losses or trading liabilities incurred by the **INSURED** or by any business managed by or carried on by or on behalf of the **INSURED**, including but not limited to any loss of client account and/or custom.

#### 4.4 Fines and Penalties

Any disciplinary investigations or proceedings (apart from the indemnity provided under insuring clause 1.5, 1.6 and 1.8) or any fines, penalties, or penal, punitive, exemplary, or other non-compensatory or aggravated damages.

#### 4.5 Fraud and Dishonesty

Any dishonest or fraudulent act or omission committed, condoned or contributed to by any director, partner or principal of the **INSURED**, or committed, condoned or contributed to by any person after the discovery by any director, partner, or principal of the **INSURED** of reasonable cause for suspicion of dishonesty or fraud in relation to that person. Furthermore, no person or persons committing, condoning or contributing to any dishonest or fraudulent act or omission shall be entitled to an indemnity under this policy; and in the event of a 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:

- (a) Any monies owed by the **INSURED** to any person committing, condoning or contributing to the act or omission;
- (b) Any monies held by the **INSURED** and belonging to such person

#### 4.6 Director and Officer

Any liability as a director, officer and/or trustee in their respective capacities. This Exclusion shall not apply to **DEFENCE COSTS AND EXPENSES** under Insuring Clause 1.8.

#### 4.7 Nuclear, War and Terrorism

Any of the following:

- (a) war (whether declared or not), invasion, acts of a foreign enemy, hostilities, or any similar act, condition or warlike operation, warlike action by a regular or irregular military force or other authority to hinder or defend against an actual or expected attack;
- (b) insurrection, rebellion, revolution, riot, attempt to usurp power, popular uprising, or any action taken by any governmental or martial authority in hindering or defending against any of these;

## Section 4 - Exclusions

- (c) discharge, explosion, or use of a weapon of mass destruction, whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason;
- (d) any **TERRORIST ACTION** or any action taken in controlling, preventing or suppressing **TERRORIST ACTION**, unless caused directly by a Wrongful Act. If the **INSURER** alleges that by reason of this exclusion any liability or loss is not covered by this policy the burden of proving the contrary shall be upon the **INSURED**.

This exclusion shall not apply where the **CLAIM** arises directly from negligent advice and/or negligent design and/or negligent specification by the **INSURED** or by any **EMPLOYEE** or by any other person, firm or company directly appointed by and acting for and on behalf of the **INSURED** in the course of the **INSURED'S BUSINESS**.

### 4.8 Jurisdiction and Territorial Limits

Any:

- (a) legal proceedings brought outside the Jurisdiction stated in the **SCHEDULE** or brought within the Jurisdiction to enforce a judgement or order made outside the Jurisdiction; or
- (b) any act, error, omission or event occurring outside the Territorial Limits shown in the **SCHEDULE**.

### 4.9 Warranties and Guarantees

Any performance warranty, guarantee, penalty clause, liquidated damages clause, novation or similar provision unless the liability of the **INSURED** would have existed to the same extent in the same amount and to the same persons in the absence of such warranty, guarantee, clause or similar provision.

### 4.10 Related Companies

Any **CLAIM** brought by or on behalf of

- (a) the **INSURED**, or any parent or subsidiary company of the **INSURED**, or any entity or person having a financial, executive or controlling interest in the **INSURED**, or
- (b) any entity in which the **INSURED** has a financial, executive or controlling interest

unless such **CLAIM** emanates from a wholly independent third party..

### 4.11 Joint Ventures

Any association or joint venture conducted with any third party other than in respect of any **CLAIM** arising from the

**INSURED'S BUSINESS**. The **INSURER** will not be liable to pay any **CLAIM** made by any associated party within the association or joint venture unless such **CLAIM** emanates from a wholly independent third party.

### 4.12 Other Insurance

Any matter in respect of which the **INSURED** is (or but for the existence of this policy would be) entitled to indemnity under any other contract of insurance, except where such other insurance is written as specific excess insurance to provide an indemnity in excess of the amount payable under this policy.

### 4.13 Employers Liability

Any breach of any obligation owed by the **INSURED** as an employer to any **EMPLOYEE** or former **EMPLOYEE** or applicant for employment.

### 4.14 Goods and Services

- (a) Any goods or products sold, supplied, made, constructed, installed, maintained, repaired, altered or treated by or on behalf of the **INSURED** or any breach of any contract for the provision of any goods or products sold, supplied, made, constructed, installed, maintained, repaired, altered or treated by or on behalf of the **INSURED**, unless such **CLAIM** arises directly from negligent advice by the **INSURED** or any **EMPLOYEE** or any other person firm or company directly appointed by and acting for or on behalf of the **INSURED** in the course of the **INSURED'S BUSINESS**.
- (b) Any contract for the provision of goods or services to the **INSURED**.

### 4.15 Intellectual Property, Confidentiality

Any of the following:

- (a) Any infringement of copyright, design right, registered design, trademark, or patent or any other intellectual property right, unless the infringement was unintentional.
- (b) Any breach of confidentiality, unless such breach was unintentional.

This exclusion shall not apply where the **CLAIM** arises directly from negligent advice and/or negligent design and/or negligent specification by the **INSURED** or by any **EMPLOYEE** or by any other person, firm or company directly appointed by and acting for and on behalf of the **INSURED** in the course of the **INSURED'S BUSINESS**.

## Section 4 - Exclusions

### 4.16 Retroactive Date

Any act error or omission committed prior to the Retroactive Date specified in the **SCHEDULE**.

### 4.17 Insolvency Exclusion

The insolvency, receivership, bankruptcy, liquidation or financial inability to pay of any insurance company, reinsurance company, **INSURED**, syndicate, agent, broker or intermediary, benefit plan, self-insurance plan, insurance pool or risk retention group with whom, or through whom, insurance cover has been placed or obtained.

### 4.18 Market Fluctuation

Any of the following:

- (a) Any depreciation or loss of investment when such depreciation or loss arises from fluctuations in any financial stock or commodity or other markets.
- (b) Any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments.

### 4.19 Money Laundering/Market Abuse

Any of the following:

- (a) money laundering;
- (b) market abuse as defined in Part VIII of the Financial Services and Markets Act 2000.

### 4.20 FCA Review

Any of the following:

- (a) any pension Transfer, **OPT-OUT, NON-JOINER** or rebate-only transaction carried out or advised upon during the period 29th April 1988 to 30th June 1994;
- (b) any **FSAVC** transaction carried out or advised upon during the period 29th April 1988 to 15th August 1999;
- (c) any advice on, arrangement of any transaction in or dealing in any endowment mortgage or other interest only mortgage linked to an investment vehicle or any financial promotion or advertisement thereof;
- (d) any advice on, arrangement of any transaction in or dealing in any **INCOME WITHDRAWAL** Schemes or any financial promotion or advertisement thereof;
- (e) any advice on, arrangement of any transaction in or dealing in any **SPLIT CAPITAL INVESTMENT** or any financial promotion or advertisement thereof;
- (f) any advice on, arrangement of any transaction in or dealing in any **STRUCTURED CAPITAL AT**

**RISK PRODUCTS** or any financial promotion or advertisement thereof;

(g) any **EQUITY RELEASE SCHEME**.

(h) any advice on, arrangement of any transaction in or dealing in payment protection insurance.

### 4.21 Spite or Reckless Behaviour

Any **CLAIM** arising from personal spite or ill will towards any claimant or arising from reckless behaviour.

### 4.22 Sexual Molestation

Any **CLAIM** arising directly or indirectly from sexual molestation.

### 4.23 Agents

Any alleged negligent act, error or omission by the **INSURED** in their capacity as Insurance Agents or General Insurance Agents of that **INSURER**; unless there is a final adjudication that the **INSURER's** loss was solely caused by the negligent act, error or omission of the **INSURED**.

### 4.24 Sanction Limitation and Exclusion Clause

No (re)**INSURER** shall be deemed to provide cover and no (re)**INSURER** shall 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 that (re)**INSURER** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### 4.25 Infrastructure

Any of the following:

- (a) Software, hardware or mechanical failure;
- (b) Electrical failure, including any electrical power interruption, surge, brown out or black out; or
- (c) Telecommunications or satellite systems failure.

### 4.26 Computer Hackers and Viruses

- (a) Any unauthorised access to the **INSURED'S COMPUTER SYSTEM** or electronic systems or networks; or
- (b) The use or operation, as a means for inflicting harm, of any **COMPUTER SYSTEM**, malicious code, **VIRUS**, or process or any other electronic system.

### 4.27 Commercial Disputes

Any commercial dispute between the **INSURED** and its

## Section 4 - Exclusions

business partners or business associates, including but not limited to any reseller, distributor, original equipment manufacturer, third-party sales agent, systems integrator, or joint venture partner, but this exclusion shall only apply where any such commercial dispute is based upon:

- (a) commission or royalty, or any other term upon which such partner or associate is to be compensated in connection with doing business with the **INSURED**, or any compensation or remuneration promised or owed by the **INSURED** pursuant to those terms; or
- (b) the **INSURED'S** decision to cease doing business with such a partner or associate.

### **4.28 Financial Advice**

Any investment, the provision of any finance or other financial advice.

### **4.29 Obscenity**

Any obscenity, blasphemy or pornographic material.

## Section 5 - Conditions

### 5 CONDITIONS

#### 5.1 Notification

As a condition precedent to the right to be indemnified under this policy the **INSURER** must be **NOTIFIED** as soon as practicable during the **PERIOD OF INSURANCE** and in any event no later than 30 days after the receipt or knowledge of:

- (a) any **CLAIM**;
- (b) regardless of any previous notice, of receipt of any **CLAIM** Form, Particulars of **CLAIM**, Arbitration Notice or any other formal document commencing legal proceedings;
- (c) any circumstance(s) of which the **INSURED** shall become aware which is (or are) likely to give rise to a **CLAIM** supplying full details of the civil liability, its date, the name(s) of the potential claimants, the name(s) of the individuals involved and the potential amount involved;
- (d) any circumstance(s) of which the **INSURED** shall become aware which is (or are) likely to give rise to an entitlement to be indemnified under this policy supplying full details of the act, omission, event, transaction or loss likely to give rise to an entitlement to indemnity.

In the event that the **INSURER** is **NOTIFIED** during the **PERIOD OF INSURANCE** of any circumstance(s) which in the **INSURER**'s reasonable opinion is (or are) likely to give rise to a **CLAIM** or an entitlement to be indemnified under the policy then any subsequent **CLAIM** which arises directly from the circumstance(s) so **NOTIFIED** shall be deemed to have been made during the **PERIOD OF INSURANCE**.

#### 5.2 Duty to Cooperate

As a condition precedent to the right to be indemnified under this policy the **INSURED** must promptly provide to the **INSURER** full details concerning any **CLAIM** and any circumstance(s) likely to give rise to a **CLAIM** and any circumstance(s) where the **INSURED** has requested to be indemnified under this policy and provide such co-operation and assistance as the **INSURER** and its representatives, legal advisers or agents may reasonably require. It is a condition precedent to the right to be indemnified under this policy that the **INSURED** (or any person, firm or company acting for or on behalf of the **INSURED**) shall ensure that all documents relevant to any **CLAIM** and any circumstance(s) likely to give rise to

a **CLAIM** or an entitlement to be indemnified under the policy are maintained and preserved.

#### 5.3 No Admission of Liability

As a condition precedent to the right to be indemnified under this policy the **INSURED** (or any person, firm or company acting for or on behalf of the **INSURED**) shall not, without the prior written approval of the **INSURER**, admit liability for, compromise, settle, or make any offer or payment in respect of any **CLAIM** or any circumstance(s) likely to give rise to a **CLAIM** or any circumstance(s) where the **INSURED** has requested to be indemnified under this policy.

The **INSURER** shall have full discretion in the handling of any **CLAIM** and any circumstance(s) likely to give rise to a **CLAIM** or an entitlement to be indemnified under the policy (notwithstanding that a dispute may have arisen between the **INSURER** and the **INSURED**) provided always that the **INSURED** shall not be obliged to defend any legal proceedings unless a Counsel (to be mutually decided upon by the **INSURER** and the **INSURED**) shall advise that such proceedings can be contested with a reasonable prospect of success.

#### 5.4 INSURER Entitled to Defend

The **INSURER** shall be entitled, but not obliged, to take over the investigation, defence and settlement of any **CLAIM** and any circumstance(s) likely to give rise to a **CLAIM** and any circumstance(s) where the **INSURED** has requested to be indemnified under this policy.

If the **INSURED** declines to enter into any compromise or settlement recommended by the **INSURER** then the **INSURER**'s liability under this policy shall be limited to the amount for which the **CLAIM** or loss could have been settled or compromised at the date at which the **INSURER** reasonably considers the **CLAIM** or loss should have been settled or compromised, subject always to the **LIMIT OF INDEMNITY**

#### 5.5 Discharge of Liability

The **INSURER** may at any time pay to the **INSURED** in connection with any **CLAIM** and/or loss under this policy the **LIMIT OF INDEMNITY** (less any sums already paid) or any lesser sum for which such **CLAIM** and/or loss can be settled and upon such payment the **INSURER** shall not be under any further liability except for **DEFENCE COSTS AND EXPENSES** incurred prior to such payment and with the **INSURER**'s prior written consent

## Section 5 - Conditions

### 5.6 Subrogation

The **INSURER** shall be subrogated to all the rights of recovery of the **INSURED** against any third party before or after any indemnity is given under this policy provided always that the **INSURER** shall not exercise any such rights against any **EMPLOYEE** or former **EMPLOYEE** unless the loss in respect of which indemnity is provided under this policy was caused or contributed to by a fraudulent, dishonest or malicious act or omission by the **EMPLOYEE** or former **EMPLOYEE**. As a condition precedent to the right to be indemnified under this policy, the **INSURED** shall, without charge, provide such assistance as the **INSURER** may reasonably require in any subrogation and shall not at any time, whether before or after the happening of any event which may give rise to a **CLAIM** or loss, enter into any contractual or other arrangements excluding, limiting or in way restricting **INSURER**'s rights of recovery without **INSURER**'s prior written consent.

### 5.7 Dishonest and Fraudulent Claims

If the **INSURED** makes a fraudulent **CLAIM** under this policy the **INSURER**s shall not be liable to pay the **INSURED** any sums in respect of the fraudulent **CLAIM**. The **INSURER**s may recover from the **INSURED** any sums that the **INSURER**s have already paid to the **INSURED** in respect of the fraudulent **CLAIM**. The **INSURER**s may by notice to the **INSURED** treat this policy as terminated with effect from the date of the **INSURED'S** fraudulent **CLAIM**.

### 5.8 Contracts (Rights of Third Parties) Act

No rights to enforce any term of this policy under the Contracts (Rights of Third Parties) Act 1999 are given to any person who is not a party to this policy but this does not affect any right or remedy of any such person that arises apart from that Act.

### 5.9 Cancellation

#### (a) **INSURER Cancellation Rights**

We may cancel this policy or any part thereof by sending 30 days' notice by letter to you at your last known address. You shall thereupon become entitled to the return of a proportionate part of the **PREMIUM** corresponding to the unexpired **PERIOD OF INSURANCE**. Where a **CLAIM** has been made during the current **PERIOD OF INSURANCE** no refund or credit of **PREMIUM** will be due.

#### (b) **INSURED Cancellation Rights**

You have the right to cancel the insurance policy 30 days from the day after receipt of the documentation and receive a full refund of any **PREMIUM** paid,

provided that there have been no **CLAIMS** or circumstances either paid, reported or outstanding. For the purpose of this cancellation clause, it will be deemed that you will have received the policy documents upon the day following the date it was emailed / posted to you.

Once cover has commenced outside the 30 day period, you may cancel your policy at any time and will receive a pro-rata refund. The pro-rata refund will consist of a deduction for the period of cover and any fees paid. This will also be subject to no **CLAIMS** or circumstances having either been paid, reported or outstanding.

#### c) **Instalment / Direct Debit**

If You pay Your **PREMIUM** by Direct Debit and there is any default in payment we may cancel the policy by giving notice in accordance with Condition 5.9a) - Cancellation. However, no refund or credit of **PREMIUM** will be due when cancellation takes place in these circumstances.

Where a **CLAIM** has been made during the current **PERIOD OF INSURANCE** the full annual **PREMIUM** will still be payable despite cancellation of cover and we reserve the right to deduct this from any **CLAIM** payment. In any event a due proportion of the **PREMIUM** and administration charge shall be payable for the period of cover provided.

### 5.10 Data Protection Act 1998

It is agreed by the **INSURED** that any information provided to the **INSURER** regarding the **INSURED** will be processed by the **INSURER**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling **CLAIMS**, if any, which may necessitate providing such information to third parties.

### 5.11 Appointed Representatives

The **INSURED** shall give written notice to the **INSURER** prior to appointing any **APPOINTED REPRESENTATIVE** during the **PERIOD OF INSURANCE**

### 5.12 Binding Authorities

The **INSURED** shall give written notice to the **INSURER** prior to entering into any binding or delegated authority agreements during the **PERIOD OF INSURANCE**

### 5.13 PREMIUM Payment

(a) The **INSURED** undertakes that in respect of instalment

## Section 5 - Conditions

**PREMIUM**s they will be paid to the **INSURER** when due.

- (b) If the instalment **PREMIUM** has not been so paid to the **INSURER** by the date they are due, the **INSURER** shall have the right to cancel this policy by notifying the **INSURED** in writing. In the event of cancellation, **PREMIUM** is due to the **INSURER** on a pro rata basis for the period that the **INSURER** is on risk but the **PREMIUM** shall be payable to the **INSURER** in full in the event of a notification prior to the date of termination which gives rise to a valid **CLAIM** under this policy.

### 5.14 Reasonable Steps

Without prejudice to the Claims Notifications Condition in this Policy, the **INSURED** shall take all reasonable steps to avoid or mitigate any loss, damage or liability that may result in any **CLAIM** or Circumstance notifiable under this Policy.

### 5.15 Non-disclosure/Misrepresentation

- (a) the **INSURERS** will not exercise their right to avoid this Policy for reasons of non-disclosure, untrue statements or misrepresentation of facts provided that the **INSURED** can establish, to the **INSURER**'s satisfaction, that any such non-disclosure, untrue statements or misrepresentation of facts were not made negligently and were also free of any fraudulent conduct or intent to deceive.
- (b) If the **INSURED** is unable to establish the above matters to the **INSURER**'s satisfaction, then upon a non-disclosure, mis-statement or misrepresentation:
- (i) the Policy may be declared void and **INSURERS** may treat the Policy as though it never existed;
  - (ii) the **INSURERS** may cancel the Policy;
  - (iii) the **INSURERS** may refuse to pay a **CLAIM**;
  - (iv) the **INSURERS** may not pay any **CLAIM** in full;
  - (v) the **INSURERS** may revise the **PREMIUM** and/or change any **EXCESS**; or
  - (vi) the extent of the cover under the Policy may be affected.
- (c) In relation to any **CLAIM** or **CLAIMS** first made against the **INSURED** and **NOTIFIED** to **INSURERS** during the Policy Period if such non-disclosure, untrue statements or misrepresentation of facts consist of or

include a failure to inform **INSURERS** of any related Circumstance then Section 4 Exclusions Clause 4.1 (Known Circumstance(s)) shall not apply provided that:

- (i) if the **CLAIM** or Circumstance should have been **NOTIFIED** under a preceding insurance then where this Policy affords greater or wider cover than that to which the **INSURED** would have been entitled under the preceding insurance, **INSURERS** shall only be liable to pay what the **INSURED** would have been entitled to under the preceding insurance; and
- (ii) no indemnity shall be afforded in respect of such **CLAIM** or Circumstance if there was no immediately preceding and valid insurance in place.

## Section 6 - Governing Law and Disputes

### 6 GOVERNING LAW AND DISPUTES

- 6.1** In the event that any dispute should arise between the **INSURER** and the **INSURED** as to the terms and effect of this policy then such dispute shall be referred to arbitration before a sole arbitrator to be appointed, in the event that the **INSURER** and **INSURED** cannot agree upon a suitable person, by the President for the time being of the Chartered Institute of Arbitrators.
- 6.2** This policy shall be governed by and construed in accordance with the law of England and Wales.



## Section 7 - Interpretation

### 7 INTERPRETATION

In this policy:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
- (b) if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- (c) the headings herein are for reference only and shall not be considered when determining the meaning of this policy.

## Section 8 - Definitions

### 8 DEFINITIONS

- 8.1** “**APPOINTED REPRESENTATIVE**” means an appointed representative as defined by section 39 of the Financial Services and Markets Act 2000.
- 8.2** “**APPROVED PERSON**” means any natural person employed by the **INSURED** to whom the Financial Conduct Authority has given its approval to perform one or more of controlled functions 00 to -29 pursuant to Section 59 of the Financial Services and Markets Act 2000.
- 8.3** “**BODILY INJURY**” mean death, disease, illness or bodily or mental injury.
- 8.4** “**CLAIM**” means any demand from, or assertion of a civil right against, the **INSURED** which is communicated to the **INSURED**.
- 8.5** **COMPUTER SYSTEM** means any computer, data processing equipment, media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode, or any electronic documents utilised in the ownership, security and management of the **INSURED'S** electronic communications system, world-wide web site, **INTERNET** site, **INTRANET** site, **EXTRANET** site or web address(es).
- 8.6** “**DEFENCE COSTS AND EXPENSES**” means legal costs and expenses incurred by or on behalf of the **INSURED** with the prior written and continuing consent of the **INSURER**. It does not include the **INSURED'S** own costs and expenses.
- 8.7** “**DOCUMENT**” means all records arising from the **INSURED'S BUSINESS**, whether kept in paper (excluding stamps, currency, coins, bank notes and bullion, travellers cheques, cheques, drafts, postal orders, bills of exchange, money orders, securities, negotiable instruments and the like), magnetic or electronic form, belonging to the **INSURED** or for which the **INSURED** is legally responsible, whilst in the custody of the **INSURED**, or in the custody of any person other than the owner to or with whom they have been entrusted, lodged or deposited by the **INSURED** in the ordinary course of the **INSURED'S BUSINESS**.
- 8.8** “**EMPLOYEE**” means any person, other than a partner, principal or director of the **INSURED**, who is under a contract of service or apprenticeship, supplied to, hired, or borrowed by the **INSURED**, or under any work experience or similar scheme, whilst employed or engaged by and under the control of the **INSURED** in connection with the **INSURED'S BUSINESS**.
- 8.9** “**EQUITY RELEASE SCHEME**” means any equity release, lifetime mortgage, drawdown mortgage, home income plan, home reversion scheme, or other financial policy or product the intention of which is to provide an income and /or lump sum payment, which is either secured upon property owned, in whole or in part, by the policy holder or which represents the proceeds of sale whether in whole or in part of a property owned, by the policy holder.
- 8.10** “**EXCESS**” means amount payable by the **INSURED** (the **INSURER** shall only be liable to the extent that any liability exceeds the Excess).
- 8.11** “**EXTRANET**” means a restricted-access group of inter-connected networks accessible via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.
- 8.12** “**FSAVC**” means any voluntary contribution for relevant benefits (as defined by s612 Income & Corporation Taxes Act 1988) paid to a stand alone vehicle arranged with an **INSURER** or other product provider by an **EMPLOYEE** who is a member of an occupational pension scheme, whether the occupational pension scheme is approved under Chapter 1 Part XIV of the Income and Corporation Taxes Act 1988, is seeking approval under this chapter or is a scheme established under statute (including public services schemes).
- 8.13** “**FUNGI**” means any fungus including but not limited to mould, mildew, mycotoxins, spores, yeast or any biogenic aerosols.
- 8.14** “**INCOME WITHDRAWAL**” means any scheme providing for income withdrawal as defined by s630 Income & Corporation Taxes Act 1988 or similar income withdrawal scheme relating to a money purchase scheme or stakeholder pension scheme.
- 8.15** “**INSURED(S)**” means:
- the firm(s) or company/companies stated in the **SCHEDULE**;
  - the partners and/or directors and/or members of those firm(s) or company/companies;
  - former partners and/or former directors and/or former members of those firm(s) or company/

## Section 8 - Definitions

companies;

- (d) any retired partner, director or **MEMBER** remaining as a consultant to those firm(s) or company/companies;
- (e) any **EMPLOYEE** and/or former **EMPLOYEE** of those firm(s) or company/ companies including any self employed person acting for or on behalf of those firm(s) or company/companies;
- (f) the estate, heirs and executors and/or legal/personal representatives of those parties mentioned in (a) – (e) above in the event of their death, incapacity, insolvency or bankruptcy.

**8.16** “**INSURED’S BUSINESS**” means the professional services performed or the advice given by the **INSURED** or by any **EMPLOYEE**, or by any other person firm or company directly appointed by and acting for or on behalf of the **INSURED** in relation to those activities declared in the **PROPOSAL**.

**8.17** “**INSURER**” means Channel Syndicate 2015 at Lloyd’s.

**8.18** “**INTERNET**” means the worldwide group of inter-connected networks accessible via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.

**8.19** “**INTRANET**” means one or more inter-connected networks with restricted access to the **INSURED** via service providers or online service providers using dial-up telephone service, digital subscriber lines, integrated service digital network lines, cable modem access or similar transfer mediums.

**8.20** “**LIMIT OF INDEMNITY**” means the amount stated in the **SCHEDULE** being the maximum payable by the **INSURER**, as set out in clause 2 above.

**8.21** “**MEMBER**” means a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000.

**8.22** “**NON-JOINER**” means an individual who has declined or failed to join an occupational pension scheme for which he/she was or is eligible, while continuing in the relevant employment.

**8.23** “**NOTIFIED**” means that notice is sent in writing by the **INSURED** (or its agent) to, and received by, the **INSURER**. For the avoidance of doubt, notice is not valid if given by any third party (other than the **INSURED’S** agent).

**8.24** “**OPT-OUT**” shall mean the giving up of active membership of an occupational pension scheme while continuing in the relevant employment. This includes the situation where an individual remained in an occupational pension scheme for life assurance purposes only, but left the scheme for pension purposes.

**8.25** “**PERIOD OF INSURANCE**” means the period stated in the **SCHEDULE**.

**8.26** “**PREMIUM**” means the amount stated in the **SCHEDULE** plus Insurance **PREMIUM** Tax (or other appropriate tax) at the rate from time to time in force.

**8.27** “**PROPOSAL**” means all the information supplied to the **INSURER** (whether by written, electronic or any other means) which it is hereby agreed is the basis of this policy.

**8.28** “**REGULATED BUSINESS**” means all activities regulated under the Financial Services and Markets Act 2000 as set out in Section 22 of the Financial Services and Markets Act 2000 and regulations made thereunder, but shall not include insurance mediation as defined in the glossary to the Financial Conduct Authority Handbook relating only to general insurance contracts (as so defined).

**8.29** “**SCHEDULE**” means the document entitled “Schedule” that relates to this policy.

**8.30** “**SPLIT CAPITAL INVESTMENT**” means the purchase of shares in a public limited company, which is a closed-ended investment company as defined by the UK Listing Authority, wherever in the world it is incorporated or listed, with more than one share class, which may or may not qualify as an investment trust under s842 Income & Corporation Taxes Act 1988.

**8.31** “**STRUCTURED CAPITAL AT RISK PRODUCTS**” means any policy or product which provides a specified level of income or growth over a fixed investment period and has the following characteristics:

- (i) The customer is exposed to a range of outcomes in respect of the return of initial capital invested;
- (ii) The return of initial capital invested at the end of the investment period is linked by a pre-set formula to the performance of an index, a combination of indices, a ‘basket’ of selected stocks (typically from an index or indices) or other factor or combination of factors; and
- (iii) If the performance in (ii) is within specified limits, repayment of initial capital invested occurs but if not, the customer could lose some or all of the initial capital invested.

## Section 8 - Definitions

**8.32 "TERRORIST ACTION"** means the actual or threatened:

- (a) use of force or violence against persons or property, or
- (b) commission of an act dangerous to human life or property, or
- (c) commission of an act that interferes with or disrupts an electronic or communications system

undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority, or military force, when any of the following applies:

- (i) the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy; or
- (ii) the apparent intent or effect is to cause alarm, fright, fear of danger, or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments; or
- (iii) the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

**8.33 "TRANSFER"** means the payment into a personal pension of the cash value of accrued benefits under an occupational pension scheme for a member who has left active membership of that scheme. Transfers of all or part of accrued benefits by individuals who have opted out, as well as by former **EMPLOYEES**, are included.

**8.34 "VIRUS"** means any unauthorised executable code that replicates itself through a **COMPUTER SYSTEM** or network and which contains instructions to initiate an event on the infected **COMPUTER SYSTEM**, causing modification of or damage to or otherwise adversely affecting the operation of any **COMPUTER SYSTEM**, whether termed a virus, logic bomb, worm, Trojan Horse or known by any other name.

## Endorsements

The endorsements shown below, only apply to your policy if the endorsement number is specified in your policy schedule and they are subject to the terms, conditions and limitations of this policy.

### **NV1 - INEFFECTICACY CLAUSE**

This Policy will not indemnify the **INSURED** for any sum or sums which the **INSURED** may become legally liable to pay arising from the failure of a Product (or any part thereof) to fulfil the purpose for which it was designed or to perform as specified, warranted or guaranteed.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV2 - POLLUTION EXCLUSION**

This Policy will not indemnify the **INSURED** for any sum or sums which the **INSURED** may become legally liable to pay arising from any **CLAIM** or **CLAIMS** made against the **INSURED** based upon or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV3 - FAILURE TO MAINTAIN INSURANCES EXCLUSION**

This Policy will not indemnify the **INSURED** for any sum or sums which the **INSURED** may become legally liable to pay arising from their failure to effect or maintain insurances.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV4 - LIBEL AND SLANDER EXCLUSION**

This Policy will not indemnify the **INSURED** for any sum or sums which the **INSURED** may become legally liable to pay arising from any **CLAIM** or **CLAIMS** made against the **INSURED** arising from any actual or alleged Libel or Slander.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV5 - LEGAL ADVICE EXCLUSION**

This Policy will not indemnify the **INSURED** for any sum or sums which the **INSURED** may become legally liable to pay arising from any **CLAIM** or **CLAIMS** made against the **INSURED** arising directly or indirectly from any legal advice.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV6 - SEXUAL CONDUCT ENDORSEMENT**

Underwriters shall not be liable for:

any **CLAIM** arising from actual or attempted sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation whether under the guise of treatment or not, or in the course of treatment or not.

However, if a **CLAIM** has been **NOTIFIED** in accordance with Policy Terms and Conditions, this Exclusion shall not apply to Civil Actions following which the **INSURED** is found not to be guilty when Underwriters will indemnify the **INSURED** for Defence Costs.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV7 - MEDICAL SERVICES EXCLUSION**

Underwriters shall not have any liability under this Policy for, or directly or indirectly arising out of, or in any way involving the provision of healthcare services by any healthcare professional (including but not limited to surgical, medical and dental practitioners, nurses and midwives, professions allied to medicine, ambulance personnel and paramedics, laboratory staff and relevant technicians) or others acting under the control of or supervision of such persons.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV8 - SURVEYING AND/OR VALUATION EXCLUSION**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving surveying and/or valuation work.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV9 - VICARIOUS LIABILITY EXCLUSION**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving the **INSURED'S** vicarious liability for acts, errors or omissions of persons introduced, recommended, recruited or supplied by the **INSURED**.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV10 - FINANCIAL SERVICES EXCLUSION – ABSOLUTE**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving any **REGULATED BUSINESS**.

For the purpose of this endorsement, "**REGULATED BUSINESS**" means all activities regulated under the Financial Services and

## Endorsements (continued)

Markets Act 2000 as set out in Section 22 of the Financial Services and Markets Act 2000 and regulations made thereunder.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV11 - FINANCIAL SERVICES EXCLUSION – ABSOLUTE (OVERSEAS)**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving any financial advice or investment advice.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV12 - CONSEQUENTIAL LOSS EXCLUSION**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving:

Any damages, loss or expense whatsoever except for Rectification Costs, including but not limited to business interruption and interference.

For the purposes of this endorsement 'Rectification Costs' shall mean the costs necessarily incurred to correct any negligent design or specification, but not any other damage or loss resulting directly from the negligent design or specification. Any profit element of any professional fee incurred by the **INSURED** is excluded. Where professional fees are incurred by the **INSURED**, the **INSURER'S** prior and continuing consent must be obtained.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV13 - ABSOLUTE BODILY INJURY AND PROPERTY DAMAGE EXCLUSION**

It is hereby understood and agreed that this Policy shall not provide any indemnity for any loss or losses directly or indirectly arising out of, or in any way involving Death, **BODILY INJURY** or Property Damage.

For the avoidance of doubt, the following definitions shall apply:

**Death or Bodily Injury** shall include but not be limited to: **BODILY INJURY**, sickness, disease, emotional distress (other than emotional distress arising from any libel or slander), mental anguish, mental stress or the death of any person.

**Property Damage** shall include:

any damage to or destruction or loss of any property including loss of use.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV14 - PRODUCTS LIABILITY EXCLUSION**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving any goods or products sold, supplied, made, constructed, installed, maintained, repaired, altered or treated by or on behalf of the **INSURED** or any breach of any contract for the provision of any goods or products sold, supplied, made, constructed, installed, maintained, repaired, altered or treated by or on behalf of the **INSURED**.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV15 - SAFETY CRITICAL SYSTEMS AND PRODUCTS LIABILITY EXCLUSION**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving any safety critical system or any safety critical goods or products sold, supplied, made, constructed, installed, maintained, repaired, altered or treated by or on behalf of the **INSURED** or any breach of any contract for the provision of any goods or products sold, supplied, made, constructed, installed, maintained, repaired, altered or treated by or on behalf of the **INSURED**.

A Safety-Critical System or product may include but is not limited to a system or product whose failure or malfunction may result in:

- death or serious injury to people, or
- loss or severe damage to equipment or property
- environmental harm.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV16 - LOSS OF DOCUMENTS**

Underwriters shall indemnify the **INSURED** for reasonable and necessary costs, incurred with the **INSURER'S** prior written consent, of repair, replacement or reconstitution of any **DOCUMENT** which has been unintentionally destroyed, damaged, lost or mislaid (and which after diligent search cannot be found) the occurrence of which has been discovered and **NOTIFIED** during the **PERIOD OF INSURANCE**. However, the **INSURED** will not be indemnified in relation to any **DOCUMENT** which is kept in magnetic or electronic form unless such **DOCUMENT** is duplicated and the duplicate is stored separately as a back-up, off site or in a secure fire proof safe.

"**DOCUMENT**" means all records arising from the **INSURED'S BUSINESS**, whether kept in paper (excluding stamps, currency, coins, bank notes and bullion, travellers cheques, cheques, postal orders, money orders, securities and the like), magnetic or electronic form, belonging to the **INSURED** or for which the

## Endorsements (continued)

**INSURED** is legally responsible, whilst in the custody of the **INSURED**, or in the custody of any person other than the owner to or with whom they have been entrusted, lodged or deposited by the **INSURED** in the ordinary course of the **INSURED'S BUSINESS**.

Underwriters' total liability under this clause shall not exceed GBP 250,000 in the aggregate including costs and expenses whether or not the **CLAIM** or loss also arises under any other insuring clause.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV17 - TOUR OPERATORS LIABILITY EXCLUSION**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving the operation or arrangement by or on behalf of the **INSURED** of travel, accommodation or leisure facilities. Furthermore, the **INSURER** shall have no liability arising directly or indirectly from the insolvency or bankruptcy of any tour operator or any travel agent or any supplier of services.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV18 - SOIL SAMPLING FOR THE PURPOSES OF CONSTRUCTION**

Underwriters shall not have liability under this policy for any loss or losses arising directly or indirectly from the removal of soil samples which are then used to determine if the ground is suitable for construction

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV19 - CLIENT SIGN-OFF CLAUSE**

It is hereby warranted and agreed that the **INSURED** will receive sign-off and agreement from the appropriate client prior to the release of any advertising, marketing or promotional material.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV20 - COMPETITION WORK EXCLUSION**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving, any work relating to competitions.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV21 - CELEBRITY WORK EXCLUSION**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving, any work for on behalf of or featuring celebrities.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV22 - RESTORATION AND VALUATION EXCLUSION**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving restoration and/or valuation work.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV23 - INVESTMENT ADVICE EXCLUSION**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving financial or investment advice.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV24 - PRINTERS ERRORS AND OMISSIONS EXCLUSION**

Underwriters shall not have any liability under this Policy for, or directly or indirectly arising out of, or in any way involving:

- a) printing errors and/or omissions
- b) the cost of reprinting any publication
- c) any costs and/or **DEFENCE COSTS AND EXPENSES** incurred by the **INSURED** as a consequence of the destruction or withdrawal of, or amendment or alteration to, any publication.

All other terms, conditions, exclusions and limitations in this Policy remain unaltered.

### **NV25 - PRODUCTION LINE EXCLUSION**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving production or assembly line work.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV26 - INSTRUCTION MANUALS EXCLUSION**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving Instruction manuals.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV27 - LENDING EXCLUSION**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving work relating to the lending of money.

## Endorsements (continued)

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV28 - EXCLUDING POLITICAL ACTIVITIES**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving any political activities, lobbying, protests or demonstrations of any kind.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV29 - EXCLUDING WORK PERFORMED FOR BANKS OR FINANCIAL INSTITUTIONS**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving work on behalf of banks or financial institutions.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV30 - PROJECT MANAGERS EXTENSION**

The definition of **INSURED'S BUSINESS** shall include the **INSURED'S** activities as manager of a project where the **INSURED** is remunerated with a fee for its services as project manager provided always that this extension shall only apply to the **INSURED'S** liability for negligent acts, negligent errors or negligent omissions committed by the **INSURED** and/or any **EMPLOYEE** and only to the extent that such liability arises from the **INSURED'S** control and/or supervision of the contract.

The **INSURER** shall not have any liability under this endorsement for, or directly or indirectly arising out of, or in any way involving:-

- 1) any **CLAIM** resulting from failure for whatever cause to procure or maintain any financing for the payment of contract work or services;
- 2) any **CLAIM** which would normally be the responsibility of the building or engineering contractor if a separate project manager had not been appointed;
- 3) any **CLAIM** as a result of failure to effect and/or maintain insurance;
- 4) the insolvency of any of the parties involved in the project;
- 5) any liability assumed by the **INSURED** under contract unless the liability of the **INSURED** would have existed to the same extent in the same amount and to the same persons in the absence of such contract;
- 6) any error or omission by the **INSURED** arising from estimating probable construction cost or from cost estimates being exceeded, but this exclusion shall not apply to any liability

arising out of the activities and duties normally undertaken by quantity surveyors.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV31 – INTERNET SERVICES EXCLUSION**

The **INSURER** shall not be liable in respect of any **CLAIM** where:

- a) Where the **INSURED** acts as manager of the means of payment in relation to services or goods sold on the **INTERNET**.
- b) Arising from obscene, blasphemous or pornographic material.
- c) Arising from any third party material contributed to bulletin boards interactive forums or news groups.

### **NV32 – STRUCTURAL DESIGN EXCLUSION**

The **INSURER** shall not be liable in respect of any **CLAIM** arising from the design of structures.

Subject otherwise to all terms exclusions and conditions of this insurance.

### **NV36 – UNDERWRITING LOSSES EXCLUSION**

This Policy will not indemnify the **INSURED** for any of the following:

- a) Underwriting losses of the **INSURED**; and/or
- b) Disputes over **CLAIMS**, brought, or attempted to be brought under any contract of insurance or assurance policy or contract of reinsurance or reassurance or bond or self-insurance programme provided by, or on behalf of the **INSURED**; and/or
- c) Any intentional breach of any underwriting authority granted to the **INSURED**

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

### **NV37 - ABSOLUTE BODILY INJURY EXCLUSION:**

It is hereby understood and agreed that this Policy shall not provide any indemnity for any loss or losses directly or indirectly arising out of, or in any way involving Death or Bodily.

For the avoidance of doubt, the following definitions shall apply:

Death or **BODILY INJURY** shall include but not be limited to: **BODILY INJURY**, sickness, disease, emotional distress (other than emotional distress arising from any libel or slander), mental anguish, mental stress or the death of any person.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.



## Endorsements (continued)

**NV38 - TAX ADVICE EXCLUSION:**

Underwriters shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving any tax advice.

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

# Complaints Procedure

## POLICYHOLDER COMPLAINTS

Unless specifically agreed to the contrary this insurance shall be subject to English Law.

## HOW TO MAKE A COMPLAINT

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a **CLAIM** you should, in the first instance, contact:

Intasure  
AMP House  
Dingwall Road  
Croydon  
Surrey  
CR0 2LX  
United Kingdom

Tel No: +44(0)208 274 6777

Policy Queries Email: [admin@intasure.com](mailto:admin@intasure.com)

Claims Email: [claims@intasure.com](mailto:claims@intasure.com)

Any complaints should be reported to **INSURERS** at the following address and **INSURERS** will deal with the complaint quickly and efficiently and attempt to resolve it as soon as possible.

The Channel Syndicate  
10 Lime Street  
London  
EC3M 7AA

Tel: +44 (0)20 3535 5070

E-mail: [Complaints@channel2015.com](mailto:Complaints@channel2015.com)

In the event that you remain dissatisfied with us then you may refer the matter to the Complaints team at Lloyd's:

The address of the Complaints team at Lloyd's is:

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Tel No: 020 7327 5693

Fax No: 020 7327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

In the event that **INSURERS** are unable to resolve the complaint to the **INSURED'S** satisfaction, then the **INSURED** may be able to refer the matter to the Financial Ombudsman Service if the

**INSURED** is an eligible complainant. They can be contacted at:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Tel: +44 (0)800 023 4567

<http://www.financial-ombudsman.org.uk/>

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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

## DEFINITION OF AN ELIGIBLE COMPLAINANT

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed GBP/€2 million, a charity with an annual income of less than GBP/€1 million or a trustee of a trust with a net asset value of less than GBP/€1 million at the time of the complaint. The Financial Ombudsman Service will only consider your complaint if you have given Intasure or the underwriter the opportunity to resolve it.

## FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Channel Syndicate 2015 at Lloyd's, is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS website: [www.fscs.org.uk](http://www.fscs.org.uk).

**ENQUIRIES: +44 (0)208 253 0842**

**+44 (0)345 303 2725**

Mon - Fri 9am - 5.30pm

**CLAIMS: +44 (0)345 111 0672**

(24 Hours)



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[www.intasure.com/business](http://www.intasure.com/business)