Professional Indemnity Policy
Accountants

Schedule

Reference No:
Insured:
Principal Address:
Professional Business:
Limit of Liability:
Sub-Limits of Liability:

GBP in the aggregate, costs and expenses inclusive

Computer Virus or
Denial of Service Attack: GBP 100,000 in the aggregate, costs and expenses inclusive

Irrecoverable Fees: GBP 100,000 in the aggregate, costs and expenses inclusive

Public Relations and Crisis
Management Services: GBP 100,000 in the aggregate, costs and expenses inclusive

Regulatory Investigations: GBP 100,000 in the aggregate, costs and expenses inclusive

GBP each and every claim, costs and expenses inclusive

Excess:

From: To: (both dates inclusive)

Period of Insurance:
Premium:
Retroactive Date:
Geographical Limits:
Jurisdictional Limits:
Date of Proposal:

Worldwide

Worldwide excluding the United States of America

Insurers:

Dated in London:
Professional Indemnity Accountants

Contents

1. Our Agreement
2. Insuring Clauses
3. Extensions
4. Definitions
5. Exclusions
6. Claims Conditions
7. General Conditions
8. Complaints Procedures
Our Agreement

What you are covered for
This policy is designed to protect you against certain of the liabilities that you may become exposed to during the course of your business activities. It is intended to respond to certain Claims that may be made by your clients, customers or a third party against you.

Legal Contract
This policy is a legal contract between you, the Insured, and us, the Insurers. Please read it carefully to ensure that it meets your requirements and that you understand its terms and conditions. You must provide a Proposal which is a fair presentation of the risk after having made all reasonable and appropriate enquiry. Failure to do so may prejudice the validity of the policy and/or your ability to receive indemnity under it.

The intermediary or insurance broker who arranged this insurance for you should be contacted without delay if any correction to this policy is necessary or if other information should be disclosed to the Insurers.

Claims
In the event of any Claim being made against you, or you becoming aware of any circumstance which is likely to give rise to a Claim being made against you, which may result in a payment being made under this policy, please ensure that you read and comply with the sections entitled Claims Conditions and General Conditions as a failure to do so may result in your ability to claim under this policy being compromised.

Interpretation
Words when appearing in bold type, other than in headings or titles of paragraphs (which headings and titles of paragraphs are included for ease of reference only and do not lend any meaning to this contract), are defined terms whose meanings appear in the section entitled Definitions and they shall have the same meaning throughout this policy, whether expressed in the singular or the plural. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders and any word appearing in this policy in the singular shall include the plural and in the plural shall include the singular. References to extensions, definitions, exclusions, claims conditions and general conditions relate to the respective sections of this policy. Reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

Notice to the Insured
It is always our intention to provide our clients with a first class standard of service. However, if you have any cause for complaint please refer to the Complaints Procedure appearing at the end of this policy.

If you wish to make any other enquiry concerning this policy please contact the intermediary or insurance broker who arranged this insurance for you.
Insuring Clauses

1. **Legal liability**

   The **Insurers** agree, subject to the terms, limitations, exclusions and conditions of this policy, to pay on behalf of the **Insured** any damages and claimants' costs which the **Insured** shall become legally liable to pay in respect of any **Claim** arising from the conduct of the **Insured's Professional Business** and first made against the **Insured** during the **Period of Insurance** in respect of any actual or alleged:

   (a) negligence or breach of professional duty;

   (b) negligent misstatement or negligent misrepresentation;

   (c) breach of a duty of care or confidence including any misuse of information which is either confidential or subject to statutory restrictions on its use;

   (d) loss of or damage to any **Documents**;

   (e) infringement of intellectual property rights (including copyright, trademark, design, title, slogan or moral rights) or any act of passing off;

   (f) libel or slander;

   (g) dishonesty of **Employees**;

   (h) acts or omissions of **Service Providers**; or

   (i) civil liability not listed in (a) to (h) above.

2. **Costs and Expenses**

   The **Insurers** agree, subject to the terms, limitations, exclusions and conditions of this policy, to pay on behalf of the **Insured** necessary and reasonable legal costs and expenses incurred with the **Insurers**' prior written consent, such consent not to be unreasonably withheld, in the investigation, defence or settlement of any claim covered under this policy.

   Costs and expenses do not include:

   (a) damages or costs awarded against the **Insured** (which are covered under insuring clause 1 above);

   (b) remuneration of whatsoever nature due to the **Insured** or to any **Director**, **Partner**, **Member** or **Employee** of the **Insured**; or

   (c) any internal costs or expenses of the **Insured**.

In no event shall **Insurer's** liability under this policy (including extensions) exceed the amount stated as the limit of liability in the **Schedule**.
Extensions

The following extensions shall apply to claims first made against the Insured during the Period of Insurance and arising from the conduct of the Insured’s Professional Business. They shall be subject to the limit of liability stated in the Schedule and to all other terms, limitations, exclusions and conditions of this policy.

1. Acquisitions and formations of Companies

Where the Insured acquires or forms a company subsequent to the inception date of this policy and the turnover relating to such acquired or formed company does not exceed ten percent (10%) of the Insured’s turnover for the twelve months prior to the inception date of this policy then this policy shall include as an Insured any such acquired or formed company automatically from the date of acquisition or formation without additional premium provided that:

(a) the business services carried out by such company is the same as the Insured’s Professional Business;
(b) prior to the acquisition, the acquired company shall not have notified or be aware of any claim or circumstance that might reasonably be expected to give rise to a claim under a policy of this kind;
(c) the Retroactive Date applicable to the business services of the new entity is deemed to be the date of acquisition or formation by the Insured;
(d) the Insured controls the composition of the board of directors or controls more than half the voting power at a general meeting of shareholders or holds more than half of the issued share capital (regardless of class of share);
(e) the acquired or formed company is not domiciled or incorporated or listed in the United States of America, its territories or possessions; and
(f) the acquired or formed company does not derive in excess of 20% (twenty percent) of its turnover from the United States of America, its territories or possessions.

In the event that a newly acquired or formed company fails to be included as an Insured solely because it does not comply with (a) or (b) above or its turnover exceeds more than ten percent (10%) of the Insured’s turnover for the twelve months prior to the inception date of this policy, the Insurers agree to include such company as an Insured for a period of 30 days from the acquisition or formation by the Insured. The Retroactive Date applicable to the business services of the new entity is deemed to be the date of acquisition or formation by the Insured.

2. Computer Virus or Denial of Service Attack

Subject to general condition 13. Procedures and Systems and to the relevant sub-limit of liability stated in the Schedule, cover under this policy is extended to include Claims that the Insured shall become liable to pay as a direct result of the Insured’s negligence or breach of a duty of care in connection with the transmission of a Computer Virus or a Denial of Service Attack to any third party Computer arising out of and during the course of the Insured’s Professional Business.

3. Continuous Cover

Irrespective of exclusion 14. Known Circumstances, cover under this policy is extended to include Claims first notified to the Insurers during the Period of Insurance which arise out of circumstances which prior to the inception of this policy the Insured knew would or could reasonably have expected to give rise to a Claim but failed to notify the Insurers, provided always that:

(a) the Insurers have provided professional indemnity insurance continuously to the Insured since the date of such circumstance; and
(b) the Insured has not given notice of such circumstances under any other contract of insurance, whether underwritten by the Insurers or by others; and
(c) the failure of the Insured to give prior notice of such circumstances to the Insurers was neither deliberate nor reckless and was free of any fraudulent conduct or intent to deceive.
Claims falling to be dealt with under this policy solely by virtue of this extension shall be subject to the following additional conditions:

(i) Where the Insured’s failure to give timeous notice of such circumstances has resulted in prejudice to the Insurers; in the handling or settlement of any claim, the amount of any loss sustained by the Insured or in the obtaining of reimbursement from any source, then the amount of cover afforded (including liability for claimant’s costs) shall be reduced to such sum as in the Insurers’ reasonable opinion would have been payable by them in the absence of such prejudice.

(ii) The amount of cover available under this extension shall be limited to the lesser of the amount of cover remaining under the policy of insurance in force at the time of the circumstances or the remaining amount of cover available under this policy.

(iii) If the cover available under this policy is greater or wider in scope than that to which the Insured would have been entitled under the policy of insurance in force at the time of the circumstances then the Insurers shall only be liable to cover the Insured for such amount and on such terms as would have been available to the Insured under the policy of insurance in force at the time of the circumstances, save that nothing in this extension shall entitle the Insured to cover wider or more extensive than is otherwise available under this policy.

4. Court Attendance Compensation

For any person described in (a) and (b) below who is required and attends a court, an arbitration or an adjudication hearing as a witness in connection with a Claim notified under and covered by this policy, cover is extended to include provision for indemnity to the Insured at the following daily rates:

(a) for any principal, Partner, Director or Member of the Insured: GBP 500
(b) for any Employee: GBP 250

The excess shall not apply to this extension.

5. Employee Indemnification

If the Insured requests, the Insurers will treat a Claim made against any Employee as if the Claim were made against the Insured, provided always that such Employee shall observe, fulfil and be subject to all the terms, conditions and exclusions of this policy as if they were the Insured and provided also that the Employee does not have any direct or indirect financial interest in the proceeds of the Claim and has not made any profit or gain out of the transaction giving rise to the Claim.

6. Irrecoverable Fees

The Insurers agree, subject to the relevant sub-limit of liability stated in the Schedule, that if a third party is refusing to pay fees owed to the Insured in respect of any services provided in the course of the Insured’s Professional Business and the basis of their refusal is likely to give rise to a Claim covered under this policy for an amount greater than the amount in dispute, the Insurers may, at their sole discretion pay the disputed amount above the excess to the Insured in order to prevent or mitigate any such Claim against the Insured. Prior to any payment, the Insured must satisfy the Insurers that the Insurers’ payment will fully and finally resolve all Claims by that third party.

Should the disputed amount in whole or in part be ultimately recovered by the Insured from the third party or any other source other than this policy then the Insured shall immediately pay such sum to the Insurers.

7. Joint Ventures/Consortia

Provided that the Insured has declared to the Insurers all fees/turnover received from a joint venture or consortium, the cover provided under this policy is extended to include the Insured’s liability to pay in respect of any Claim as a direct result of its participation in such joint venture or consortium.

This extension shall indemnify the Insured’s liability only and does not extend to cover the Insured’s liability which has been assumed on behalf of any other member of a joint venture or consortium and/or pursuant to any joint & several liability provisions. No other participant in such joint venture or consortium, and no other third party, shall have any rights under this policy, and neither shall the Insurers be liable to pay a contribution to any insurer of any other participant in such joint venture or consortium.
8. **Public Relations and Crisis Management Services**

The Insurers agree, subject to the relevant sub-limit of liability stated in the Schedule, that following a Claim having been made and covered under this policy, cover is extended to include all reasonable costs which the Insured incurs with the Insurers’ prior written consent for a public relations and/or crisis management consultant to avert or mitigate any reputational damage to the Insured’s business.

9. **Regulatory Investigations**

The Insurers agree, subject to the relevant sub-limit of liability stated in the Schedule, that cover under this policy is extended to include the necessary and reasonable costs and expenses (which are not otherwise covered by this policy) of legal representation of the Insured at any regulatory investigation or disciplinary proceeding at which the Insured in the opinion of the Insurers, in their absolute discretion, should be represented by reason of any conduct which might give rise to or has given rise to a claim under this policy.

Provided always that the Insurers shall not be liable to pay any penalty, fine or award made against the Insured arising out of the regulatory investigation or disciplinary proceeding and no costs, charges or expenses of any kind other than those incurred with the prior written consent of the Insurers shall be payable hereunder.
Definitions

1. **Claim**
   The term “Claim” means a demand by a third party for compensation or damages from or the assertion of a right against any Insured.
   
   All claims consequent upon or attributable to one originating source or cause (including but not limited to the dishonest, fraudulent, criminal or malicious acts of any one person or of persons acting in collusion) shall be deemed to be one Claim.

2. **Computer**
   The term “Computer” means any information and/or communication technology system, device or equipment including any hardware, software or firmware.

3. **Computer Virus**
   The term “Computer Virus” means any malicious software.

4. **Denial of Service Attack**
   The term “Denial of Service Attack” means any unlawful attempt by a third-party to temporarily or indefinitely interrupt or suspend service to a Computer, via the internet.

5. **Director**
   The term “Director” has the meaning given by section 250 of the Companies Act 2006.

6. **Document**
   The term “Document” means:
   
   (a) all documents and electronic data but excluding stamps, currency, coins, bank notes and bullion, travellers cheques, cheques, drafts, postal orders, money orders, bills of exchange, promissory notes, securities, negotiable instruments and the like; and
   
   (b) separable programmes, instructions or data for physical incorporation into any Computer;
   
   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 to or with whom they have been entrusted, lodged or deposited by the Insured in the ordinary course of the Insured’s Professional Business.

7. **Employee**
   The term “Employee” means any person, other than a Director, Partner or Member of the Insured, who is or was:
   
   (a) under a contract of service or apprenticeship with the Insured; or
   
   (b) supplied to or hired or borrowed by the Insured; or
   
   (c) under any work experience or similar scheme with the Insured;
   
   whilst employed by the Insured or engaged by and under the control of the Insured in connection with the Insured’s Professional Business.

8. **Geographical Limits**
   The term “Geographical Limits” means those territories stated as such in the Schedule.

9. **Insured**
   The term “Insured” means:
   
   (a) the person or entity stated as such in the Schedule and its Subsidiaries;
   
   (b) the Directors, Partners and Members of such entity;
   
   (c) in the event of the death, incompetence or bankruptcy of any natural person in (a) or (b) above, their estates, heirs, legal representatives or assigns for legal liabilities of those within (a) or (b) above.
10. Insurers
The term "Insurers" means the insurance company or underwriters specified as such in the Schedule.

11. Jurisdictional Limits
The term "Jurisdictional Limits" means those territories stated as such in the Schedule.

12. Member
The term "Member" means any person holding that position within a limited liability partnership.

13. Minimum Approved Policy Wording
The term "Minimum Approved Policy Wording" means the minimum approved wording of the accountants’ regulatory body to whose rules the Insured is bound.

14. Partner
The term "Partner" has the meaning given by the Partnership Act 1890.

15. Period of Insurance
The term "Period of Insurance" means the period stated as such in the Schedule.

16. Pollution
The term "Pollution" means the 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, fungi, viruses, bacteria, fumes, acids, alkalis, chemicals and waste (including, but not limited to material to be recycled, reconditioned or reclaimed).

17. Premium
The term "Premium" means the amount stated as such in the Schedule plus all applicable taxes.

18. Professional Business
The term "Professional Business" means the activities stated as such in the Schedule and as more fully disclosed in the Proposal.

19. Proposal
The term "Proposal" means the written proposal prepared by the Insured and any other information provided to the Insurers by the Insured.

20. Retroactive Date
The term "Retroactive Date" means the date (if any) stated as such in the Schedule.

Where a Retroactive Date is specified in the Schedule, then cover under this policy shall only be provided in respect of events occurring or acts, errors or omissions first committed or allegedly first committed on or after the Retroactive Date.

Where no Retroactive Date is specified in the Schedule, cover under this policy shall be provided in respect of events occurring or acts, errors or omission irrespective of when they occurred or were committed or allegedly committed.

21. Schedule
The term "Schedule" means the document titled schedule or declarations that includes the name and address of the Insured, the Premium and other variables to this policy (including endorsement clauses) and is incorporated in this policy and accepted by the Insured. Schedules may be re-issued from time to time where each successor overrides the earlier document.

22. Service Provider
The term "Service Provider" means a business the Insured does not own, operate, or control, but that the Insured hires for a fee under a written contract to perform services on behalf of the Insured in the course of the Insured's Professional Business.
23. **Subsidiary**

The term "**Subsidiary**" means any company in respect of which the **Insured** prior to the inception date of this policy:

(a) controls the composition of the board of directors; or
(b) controls more than half of the voting power at a general meeting of shareholders; or
(c) holds more than half of the issued share capital (regardless of class of share).

24. **Terrorism**

The term "**Terrorism**" means the use of force or violence and/or the threat thereof, by any person or groups of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

25. **Unlawful Association**

The term "**Unlawful Association**" means any organisation which is engaged in **Terrorism** and includes any organisation which at any relevant time is a proscribed organisation within the meaning of the **Terrorism Act 2000**.

26. **USA Claim**

The term "**USA Claim**" means any **Claim** made or legal proceedings instituted within the United States of America and/or territories or possessions which come under the jurisdiction of the United States of America including the enforcement by courts of any other country of any award or judgment in connection therewith.

For the avoidance of doubt, this policy will only cover **USA Claims** when the **Jurisdictional Limits** include the United States of America.

27. **War**

The term "**War**" means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
Exclusions

The Insurers shall not be liable under this policy for any damages, claimants’ costs, costs and expenses or any other liability or payment which results directly or indirectly from, is in consequence of, or is in any way related to:

1. **Asbestos**
   asbestos in whatever form or quantity;

2. **Bodily Injury/Property Damage**
   (a) bodily injury, mental injury, mental anguish, shock, sickness, disease or death sustained by any person (other than emotional distress arising from any libel or slander); or
   (b) any loss of, damage to or destruction of property, including loss of use, (other than as provided by insuring clause 1.(d) or extension 2. Computer Virus or Denial of Service Attack);
   unless such liability directly results from breach of a professional duty owed by the Insured in the course of the Insured’s Professional Business to a third party;

3. **Computer Viruses and Unauthorised Use**
   (a) the transmission of any Computer Virus; and/or
   (b) the failure to prevent unauthorised use of or access to any Computer;
   other than to the extent that cover is provided under extension 2. Computer Virus or Denial of Service Attack;

4. **Consortia and Joint Ventures**
   the operation or existence of any joint venture or consortium in which the Insured has an interest other than to the extent that cover is provided under extension 7. Joint Ventures/Consortia;

5. **Contractual Liability**
   any liability assumed by the Insured under any express warranty (except a warranty of authority), agreement or guarantee unless such liability would have attached to the Insured in the absence of such express warranty, agreement or guarantee;

6. **Dishonest and Malicious Acts**
   (a) any dishonest, fraudulent, criminal or malicious act or omission of the Insured, other than as provided by insuring clause 1.(g);
   (b) any dishonest, fraudulent, criminal or malicious act or omission committed by any person after the Insured had or should have had reasonable cause for suspicion of any dishonest, fraudulent, criminal or malicious act or omission in relation to that person even if otherwise covered under insuring clause 1.(g);
   No person committing or condoning a dishonest, fraudulent, criminal or malicious act or omission shall be entitled to any recovery under this policy.

7. **Employers’ Liability and Employment Practices Liability**
   (a) bodily injury, mental injury, mental anguish, shock, sickness, disease or death sustained by any Employee, Director, Partner or Member whilst in the course of their employment for or on behalf of the Insured; or
   (b) any breach of any obligation owed by the Insured as an employer or potential employer to any actual or prospective Employee, Director, Partner or Member;

8. **FCA Regulated Activities**
   any activities undertaken by the Insured in the course of the Insured’s Professional Business which are defined as “Regulated Activities” under The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001;
9. **Financial Interest**
   a. A **Claim** made against the **Insured** by:
      (a) any other person falling within the definition of the **Insured**;
      (b) any parent or Subsidiary company of the **Insured**;
      (c) any person or entity having a financial, executive or controlling interest in the **Insured**; or
      (d) any company or entity in which the **Insured** or any **Director**, **Partner** or **Member** of the **Insured** has a financial, executive or controlling interest;
   
   unless such **Claim** is for indemnity or contribution in respect of a **Claim** made by an independent third party against such company, person or entity and such **Claim** directly results from breach of a professional duty owed by the **Insured** in the course of the **Insured's Professional Business** to that third party;

10. **Fines/Penalties**
    any fine or penalty, punitive, exemplary, restitutor or non-compensatory damages (other than exemplary damages in respect of libel or slander);

11. **Geographical Limits**
    the conduct of the **Insured's Professional Business** outside the **Geographical Limits**;

12. **Insolvency/Bankruptcy of the Insured**
    the insolvency or bankruptcy of the **Insured**;

13. **Jurisdictional Limits**
    any claims action or proceeding brought in a court or before an arbitration tribunal or made under the laws of any territory outside the **Jurisdictional Limits**;

14. **Known Circumstances**
    any **Claim** or circumstances existing prior to or at the inception of this policy and which the **Insured** knew or ought reasonably to have known was likely to give rise to a **Claim** or to the incurring of costs and expenses other than as provided by extension 3 Continuous Cover;

15. **Management Liability**
    any personal liability incurred by a **Director**, **Partner**, **Member** or officer when acting in that capacity, or when managing the **Insured's** business or liability for a breach of fiduciary duty other than when performing **Professional Business** services for a client;

16. **Patents**
    any actual or alleged infringement of any patent;

17. **Pollution**
    Pollution;

18. **Products**
    goods or products sold, supplied, repaired, altered, manufactured, constructed, installed or maintained by the **Insured** or by any person acting for or on behalf of the **Insured**;

19. **Property**
    the ownership, possession or use by or on behalf of the **Insured** of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle;
20. **Radioactive Contamination or Explosive Nuclear Assemblies**
   (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting
   or arising therefrom or any consequential loss;
   (b) any legal liability of whatsoever nature;
       directly or indirectly caused by or contributed to by or arising from:
       (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from
           the combustion of nuclear fuel;
       (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or
           nuclear component thereof;

21. **Retroactive Date**
    any event occurring or any act, error, or omission committed or alleged to have been committed prior to the
    Retroactive Date (if any) stated in the Schedule;

22. **Subsidiaries**
    any act, error or omission of any Subsidiary unless such Subsidiary has been included in the Proposal or to
    the extent that cover is provided under extension 1. - Acquisitions and Formations of Companies;

23. **Taxation, Competition, Restraint of Trade and Anti-Trust**
    any breach of any regulation or legislation governing taxation, competition, restraint of trade or anti-trust;

24. **Trading Loss**
    any trading losses or trading liabilities or trading debts incurred by any business managed by or carried on by the
    Insured;

25. **USA**
   (a) the Employment Retirement Income Security Act of 1974 and any amendment thereto, or any rules or
       regulations promulgated thereunder;
   (b) any actual or alleged violations of the Racketeer Influenced and Corrupt Organisation Act 18 USC Sections
       1961 et seq and any amendments thereto, or any rules and regulations promulgated thereunder;
   (c) any actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities
       Exchange Act of 1934 or any similar Federal or State law or any common law relating thereto;

26. **War and Terrorism**
   (a) War;
   (b) Terrorism;
   (c) any unlawful, wanton or malicious act committed by a person or persons acting on behalf of or in
       connection with any Unlawful Association;

regardless of any other cause or event contributing concurrently or in any other sequence to the claim or loss.

The Insurers shall not be liable for any claims, damages, costs or expenses of whatsoever nature directly or
indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing
or in any way relating to (a) and/or (b) and/or (c) above.

If the Insurers allege by reason of this exclusion that any loss, damage, cost or expense is not covered by this
policy then the Insured shall have the burden of proving that this exclusion should not apply.

In the event that any part of this exclusion is found to be invalid or unenforceable, the remainder shall still be of
full force and effect.
Claims Conditions

1. Claims Notification

The **Insured** shall give written notice to the **Insurers** as soon as reasonably practicable, but within the **Period of Insurance**, of:

(a) any **Claim**; or

(b) the receipt of any notice of an intention to make a **Claim**; or

(c) any circumstances of which the **Insured** shall become aware which is likely to give rise to a **Claim**, giving detailed reasons for the anticipation of such **Claim**, together with full particulars as to dates and persons involved.

Such notice having been given as required by (b) or (c) above, any subsequent **Claim** made shall be deemed to have been made during the **Period of Insurance**.

2. Claims Handling

(a) The **Insured** and any person acting on behalf of the **Insured** shall:

(i) not admit liability in part or in full for or settle or attempt to settle any **Claim** or incur any costs and expenses in connection with any **Claim** without the **Insurers’** prior written consent (such consent not to be unreasonably withheld); and

(ii) give all such information or assistance possible and forward all documents as the **Insurers** may require to enable them to investigate, settle or defend any **Claim**.

(b) The **Insurers** shall be entitled, but not obliged, at any time to take over and conduct in the name of the **Insured** the defence or settlement of any **Claim** or to prosecute in the name of the **Insured** for their own benefit any claim for payment, indemnity or damages or otherwise against any third party.

(c) The **Insured** shall not be required to contest any **Claim** unless Queen’s Counsel (to be mutually agreed upon by the **Insured** and the **Insurers** or, in default of agreement, to be appointed by the President for the time being of the Law Society) shall advise that the defence of such **Claim** has 50 percent or greater prospect of success.

(d) The **Insurers** shall not settle any **Claim** without the consent of the **Insured**. If, however, the **Insured** shall refuse to consent to any settlement recommended by the **Insurers** and shall elect to contest a **Claim**, then the **Insurers’** liability for such **Claim** (including costs and expenses) shall not exceed the amount for which the **Claim** could have been settled inclusive of costs and expenses incurred with their consent up to the date of such refusal, and then only up to the limit of liability stated in the **Schedule**. At any stage of a claim **Insurers** can pay the **Insured** the applicable limit of liability or what remains after any earlier payment from that limit of liability. **Insurers** will pay costs and expenses already incurred at the date of **Insurers’** payment. **Insurers** will then have no further liability for that claim or its costs and expenses.

(e) The **Insured** shall not, except as may be required by law or during the ordinary course of the **Insured’s Professional Business**, disclose to anyone the existence of this policy without the **Insurers’** prior written consent. For the avoidance of doubt, a requirement to disclose the existence of this policy is not a requirement to disclose its terms and conditions. However, the **Insured** may at any time request a proof of professional indemnity cover from its insurance intermediary who has arranged this policy and the disclosure of such proof of professional indemnity cover to any third party shall not be considered by the **Insurers** as a breach of this claims condition 2(e).
General Conditions

1. Limit of Liability

In no event shall Insurers’ liability under this policy exceed the amount stated as the limit of liability in the Schedule.

Insurance policies can operate on different bases; please refer to the Schedule and to the applicable explanation below of how the limit of liability operates under this policy.

(a) Aggregate Limit

When the limit of liability is stated in this policy or in the Schedule as “in the aggregate”, “in all” or any term or phrase having the same or similar meaning then the Insurers’ liability under this policy, including any extensions or endorsements, shall not exceed the limit of liability in the aggregate during any one Period of Insurance, irrespective of the number of claims made and the number of parties against whom such claims may be made.

(b) Any One Claim Limit

When the limit of liability is stated in this policy or in the Schedule as “any one claim”, “each and every claim” or any term or phrase having the same or similar meaning then the Insurers’ liability under this policy, including any extensions or endorsements, shall not exceed the limit of liability in respect of each Claim.

(c) Costs and Expenses Inclusive

When the limit of liability is stated in the Schedule as “including costs and expenses”, “costs inclusive” or any term or phrase having the same or similar meaning then the costs and expenses shall form part of and not be in addition to the limit of liability and the maximum amount that the Insurers shall be liable to pay under this policy shall not exceed the limit of liability stated in the Schedule.

(d) Costs and Expenses in Addition

When the limit of liability is stated in the Schedule as “excluding costs and expenses”, “costs and expenses in addition” or any term or phrase having the same or similar meaning then the Insurers shall be liable for such amounts as are covered under insuring clause 2. in addition to the limit of liability. However, if the Insured’s liability for any Claim, as finally settled or disposed of, exceeds the limit of liability stated in the Schedule then the Insurers’ liability for costs and expenses under insuring clause 2. shall be limited to the same proportion that the limit of liability bears to the sum required to settle or dispose of the Claim. By acceptance of the inclusion of this clause the Insured specifically agrees to reimburse the Insurers for any overpayment of their proportion of costs and expenses.

(e) Sub-Limits of Liability

Any sub-limit of liability stated in this policy or in the Schedule applies as if it was the limit of liability for the claims specified for that sub-limit of liability and is deemed to be part of and not in addition to the limit of liability specified in the Schedule unless specifically stated to the contrary in this policy or in the Schedule.

(f) United States of America Claims

Irrespective of the basis of the limit of liability stated in the Schedule or elsewhere, and when the Jurisdictional Limits includes the USA; the limit of liability shall always be in the aggregate and costs and expenses inclusive in respect of USA Claims, as detailed in general conditions 1. (a) and 1. (c). This limit of liability is deemed to be part of and not in addition to the limit of liability stated in the Schedule.

2. Excess

The Insurers shall only be liable to pay after the Insured has paid the applicable excess stated in the Schedule, which shall apply to each and every claim and shall be inclusive of costs and expenses (unless specifically stated to the contrary in the Schedule). However, even if the basis of the excess in the Schedule states otherwise, in respect of USA Claims the excess shall always apply to each and every claim and shall be inclusive of costs and expenses.
3. **Material Alterations**

The Insured shall give written notice to the Insurers as soon as reasonably practicable thereafter of any material change or change in circumstances affecting the nature of the Insured's Professional Business and, until the Insurers have agreed in writing to accept the altered risk, the Insurers shall not provide any cover in respect of liability arising from such material change or change in circumstances.

4. **Disclosure**

The Insured must have provided the Proposal with reasonable skill and care and after having made all reasonable and appropriate enquiries.

If the Insured has made any misrepresentation or non-disclosure of any material fact or circumstance then the Insurers will not seek to avoid this policy, unless either:

(a) the Insurers reasonably believe such misrepresentation or non-disclosure was deliberate or reckless; or

(b) the Insurers would not have underwritten this policy on any terms if the facts or circumstances had been disclosed or not misrepresented.

Subject to the paragraph above, if the Insured made any misrepresentation or non-disclosure of any material fact or circumstance and the Insurers would still have underwritten this policy but on different terms had the fact been disclosed or not misrepresented, then Insurers may instead:

(i) reduce proportionately the amount paid or payable on any claim by reference to the ratio which the premium actually charged bears to the premium which Insurers would have charged had the Insured told Insurers about a material fact or circumstance. The same reduction shall be applied to any claim which have already been paid and any overpayment of such claims by Insurers shall be repaid by the Insured; and/or

(ii) treat the policy as if it had included such additional terms (other than terms relating to premium) as Insurers would have imposed had the Insured told Insurers about a material fact or circumstance. Any such additional terms apply equally to existing, past and future claims.

5. **Subrogation**

The Insurers shall be subrogated to all the Insured's rights of recovery against any person, including but not limited to Service Providers, to the extent of any payment made under this policy and the Insured shall take all steps necessary to preserve the Insurers' rights of subrogation and shall give all such assistance in the exercise of rights of recovery as the Insurers may require. The Insurers agree not to exercise any such rights against any Director, Member or Employee of the Insured unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of that Director, Member or Employee. In this general condition Employee shall not include any Service Provider.

6. **Fraudulent Claims**

If the Insured makes a fraudulent claim under this policy then the Insurers:

(a) will not pay such fraudulent claim;

(b) may recover from the Insured any sums that they paid the Insured in respect of the claim; and

(c) may give the Insured notice to terminate this policy with effect from the time of the fraudulent act.

A fraudulent claim includes supporting a claim by fraudulent documents, devices or statements (whether or not the claim itself is genuine) and exaggerated claims.

If the Insurers do terminate this policy then the Insurers will refuse all liability to the Insured for claims under this policy occurring after the time of the fraudulent act; and they will not return any of the Premium. Such termination of policy by Insurers will not affect the policy with respect to a claim occurring prior to the fraudulent act.

7. **Premium Payment**

If the Premium has not been paid within 60 days of inception, the Insurers may cancel this policy by giving 15 days written notice to the Insured or to its insurance broker. Such non-payment of Premium by the Insured shall constitute the Insured's immediate agreement to cancellation in accordance with the relevant Institute minimum conditions. In the event of cancellation, premium is due to the Insurers on a pro rata basis for the period that the Insurers were on risk but the full Premium shall be payable in the event of notification of a Claim or of any circumstances before the effective date of termination. If the Premium is paid in full to the Insurers before the notice period expires, notice of cancellation shall automatically be revoked. If not, this policy shall automatically terminate at the end of the notice period.
In the event of such cancellation, Insurers shall write to the relevant Institute, being the Institute of Chartered Accountants in England and Wales, the Institute of Chartered Accountants of Scotland or the Institute of Chartered Accountants in Ireland, notifying it of the effective date of cancellation and the name of the Insured.

8. Cancellation

This policy may be cancelled at any time by the Insured giving notice of cancellation in writing to the Insurers. Insurers shall retain the proportion of the Premium for the period up to the receipt of the cancellation notice. However, if the Insured reports to Insurers any Claim or any circumstance prior to the receipt of the cancellation notice, then the Insurers shall retain the entire Premium whether or not any payment is ever made.

9. Third Party Rights

The parties to this policy are the Insurers and the Insured. A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of the Act.

10. Waiver

Any waiver by the Insurers of any provision of this policy will not prevent the Insurers from relying on such provision, term or condition in the future.

11. Sanctions

The Insurers shall not be deemed to provide cover and shall not pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom or the United States of America.

12. Law and Jurisdiction of Contract

This policy shall be governed by the laws of England and Wales and any dispute in connection with this policy shall be subject to the exclusive jurisdiction of the English Courts.

13. Procedures and Systems

In respect of extension 2. Computer Virus or Denial of Service Attack, the Insured shall at all times implement and operate procedures and systems to correctly configure and regularly or automatically update new software protection patches, virus protection software, anti-spyware software and firewalls on its Computers.

14. Statutes

A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.

15. Other Insurance

The Insurers will not make any payment under this policy where the Insured would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected.

16. Breach of Condition

Where the Insured’s breach of or non-compliance with any condition of this policy has resulted in prejudice to the Insurers in the handling or settlement of any claim, the amount of any loss sustained by the Insured or in the obtaining of reimbursement from any source, then the amount of cover afforded (including liability for claimant’s costs) shall be reduced to such sum as in the Insurers’ reasonable opinion would have been payable by them in the absence of such prejudice.

If any payment on account of any such rejected or reduced claim has already been made the Insured will immediately repay to the Insurers all such payments which the Insurers determine should not have been made.

17. Minimum Approved Wording

In respect to work performed by the Insured that is regulated by an accountant’s regulatory body; if the cover provided by this policy is less favourable to the Insured than the Minimum Approved Policy Wording then Insurers will cover the Insured on the same basis as per the Minimum Approved Policy Wording.
Complaints Procedures

Markel Syndicate 3000 at Lloyd’s of London

The Insurer is Markel Syndicate 3000 at Lloyd’s of London. In the event that you are dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Compliance Officer, Markel Syndicate Management Limited (Lloyd’s Managing Agent for Syndicate 3000) 20 Fenchurch Street, London EC3M 3AZ or the Policyholder and Market Assistance Team at Lloyd’s.

Their address is:
Policyholder and Market Assistance, Market Services, Lloyd’s, One Lime Street, London, EC3M 7HA
Tel: 020 7327 5693
Fax: 020 7327 5225
e-mail: complaints@lloyds.com

Details of Lloyd’s complaints procedures are set out in a leaflet “Your Complaint - How We Can Help” available at www.lloyds.com/complaints and 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.

Following this complaints procedure does not affect your right to take legal action or to any other remedy available to you.

The Financial Ombudsman Service’s contact details are:
website: www.financial-ombudsman.org.uk
email: complaint.info@financial-ombudsman.org.uk
phone: 0800 023 4567 or 0300 123 9123

Markel Syndicate 3000 at Lloyd’s of London

Markel Syndicate 3000 is a syndicate at Lloyd’s of London. The Lloyd's Managing Agent for Markel Syndicate 3000 is Markel Syndicate Management Limited, registered in England and Wales, with its registered office at 20 Fenchurch Street, London EC3M 3AZ. Markel Syndicate Management Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Financial Services Register No.: 204953).

Markel
Complaints Procedures

Markel International Insurance Company Limited

The Insurer is Markel International Insurance Company Limited. In the event that you are dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to the Compliance Officer, Markel International Insurance Company Limited, 20 Fenchurch Street, London EC3M 3AZ.

If you are not satisfied with our final response to your complaint, you may have the right to refer the matter to the Financial Ombudsman Service without affecting your right to take legal action or to any other remedy available to you.

The Financial Ombudsman Service's contact details are:
website: www.financial-ombudsman.org.uk
email: complaint.info@financial-ombudsman.org.uk
phone: 0800 023 4567 or 0300 123 9123

Markel International Insurance Company Limited

Markel International Insurance Company Limited, registered in England and Wales, with its registered office at 20 Fenchurch Street, London EC3M 3AZ. Markel International Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Financial Services Register No.: 202570).