

PROFESSIONAL INDEMNITY
(ESTATE AGENTS)
POLICY BOOKLET



PROFESSIONAL
INDEMNITY COVER
FOR THE ESTATE AGENT

Page

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Definitions

Titles and Headings in this Policy are descriptive only and are used solely for convenience of reference and will not be deemed in any way to limit or affect the provisions to which they relate.

Any words or expressions in the Policy which have a specific meaning appear in bold print and have the same meaning whenever they appear in the Policy (whether expressed in the singular or in the plural, male, female or neutral) unless expressly stated otherwise.

Circumstance

will mean any circumstance, incident, occurrence, fact, matter, act, omission, state of affairs or event which is likely to give rise to a claim against You or a claim by You under the Policy.

Computer system

will mean 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 Your electronic communications system, world-wide website, internet site, intranet site, extranet site or web address(es).

Damages

will mean monetary relief.

Defence costs and expenses

will mean all reasonable costs and expenses incurred, with Our prior written consent, in the investigation, defence and settlement of any claim first made against You or of any Circumstance first notified during the Period of insurance. It does not include Your own overhead costs and expenses.

Documents

will mean digitised data, information recorded or stored in a format for use with a computer, microcode, deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates, written or printed documents or forms of any nature whatsoever (excluding any bearer bonds or coupons, bank or currency notes, share certificates, stamps or other negotiable paper).

Employee

is:

- a** any person employed by You under a contract of service, training or apprenticeship; and
- b** any voluntary worker; and
- c** any locum, seasonal or temporary personnel; and
- d** any self-employed person, who is not an independent contractor; and
- e** any person supplied or remunerated through a contract hire company or agency, who is not an independent contractor but is employed by the contract hire company on a supply only basis, working as a member of Your staff;

but only if such person is working under Your direction, control and supervision.

Excess

is, unless otherwise stated, the first amount paid in respect of each claim as stated in Endorsement 1. The Excess is not payable in respect of Defence costs and expenses. The Indemnity Limit is additional to the Excess.

Financially associated person or entity

will mean:

- a** any business controlled or managed by You or in which You have an executive interest;
- b** any company in which You directly or indirectly own or control more than 15% of the issued share capital;
- c** any person having an executive or managerial role in Your firm or who would be considered to be a shadow director (as defined in s.251 of the Insolvency Act 1986);
- d** any company that directly or indirectly owns or controls any of the issued share capital of Your firm or any of whose issued share capital is directly or indirectly owned or controlled by any other company or person who directly or indirectly owns or controls any of the issued share capital.

FSA 86

will mean the Financial Services Act 1986.

FSMA

will mean the Financial Services and Markets Act 2000 and subsequent legislations The Financial Services and Markets Act 2000 (Regulated Activities) Order 2001/2013.

Indemnity limit

will mean Our total liability to pay Damages and claimant's costs and will not exceed the sum(s) stated in Endorsement 1 in respect of any one claim or series of claims arising out of one originating cause regardless of the number of persons claiming an indemnity from Us under the terms of this Policy.

Insurance and investment services

will mean:

- a** any activity which is investment business within the meaning of FSA 86;
- b** any regulated activity within the meaning FSMA even if, by virtue of an order of the Treasury under FSMA, You are regarded as not carrying on regulated activity;
- c** any activity which, under FSMA, constitutes engaging in or communication or inducement to engage in investment activity;
- d** the provision of or the failure to provide advice in connection with or the arrangement of insurances of whatsoever nature.

Jurisdiction

will be Worldwide but excluding the United States of America (including its territories and/or possessions) and Canada.

TPO/PRS award

will mean an award by The Ombudsman Services: Property, The Property Ombudsman Scheme (TPO) and The Property Redress Scheme, operating within the Ombudsman's terms of reference or by an arbitrator appointed under the Arbitration Scheme.

Period of insurance

is that as stated in the Professionals Policy Schedule.

Personal appointment

is any individual appointment of a professional nature arising out of Your ordinary professional activities other than any appointment as a director or officer of a company or as a trustee.

Professional business

is the business of Yours as stated in the Professionals Policy Schedule including the holding of any Personal appointment.

Territorial Limits

Anywhere in the United Kingdom, the Channel Islands and the Isle of Man.

Virus

will mean any unauthorised executable code uploaded to, or replicated through, a Computer system or network whether termed a virus or known by any other name and whether it is self-replicating or non-replicating which causes damage or loss to data or the Computer system.

We/Us/Our

U K Insurance Limited and/or such other authorised insurer / U K Insurance Limited may contract to underwrite any part of this Policy.

You/Your/Yours

means any person or firm stated in the Professionals Policy Schedule and includes:

- 1** any of their subsidiary companies that are in existence at the inception of this Section and have been declared to Us;
- 2** the current or previous partners, directors, principals, members or Employee of any firm or company stated in the Professionals Policy Schedule; and
- 3** any other person who becomes a partner, director, principal, member or Employee of any firm or company stated in the Professionals Policy Schedule.

Insuring Clauses

In consideration of the premium having been paid to Us, You are indemnified as follows:

1 Indemnity

Up to the Indemnity limit for Damages and claimant's costs for which You are legally liable to pay resulting from claims first made against You during the Period of insurance and arising out of the ordinary course of the Professional business, in consequence of:

- a** breach of professional duty;
- b** dishonest, fraudulent or malicious act or omission of any former or present Employee (which term, for the purpose of this clause alone, will not include any principal, partner, member or director of Yours) provided that no indemnity will be given under this Policy in the event that any principal, partner, member or director of Yours conspired to commit or condoned any such dishonest, fraudulent or malicious act or omission;
- c** libel, slander or defamation;
- d** unintentional breach of confidentiality or other invasion, misuse of private information, infringement or interference with rights of privacy or publicity including false light and the public disclosure of private facts including misuse of any information which is either confidential or subject to statutory restrictions;
- e** unintentional infringement of intellectual property rights except patents;
- f** the loss of or damage to Documents;
- g** any other civil liability not otherwise excluded.

2 Legal defence costs and expenses

We will pay in addition to any indemnity under Insuring Clause 1, all Defence costs and expenses provided that:

- a** if the amount paid or agreed to be paid by or on behalf of You to dispose of a claim exceeds the Indemnity limit We will only be liable for that proportion of the Defence costs and expenses which the Indemnity limit bears to the amount paid or agreed to be paid;
- b** in the event that We elect to make a payment to You pursuant to Notification and Claims Condition 2.2 then We will have no liability to pay Defence costs and expenses incurred after the date upon which such payment is made.

3 Costs for prosecuting infringement of Your intellectual property rights

Up to a maximum of £25,000 in the aggregate in the Period of insurance, for claims first made by You during the Period of insurance for reasonable and necessary costs and expenses incurred with Our prior consent in prosecuting any claim for infringement of intellectual property rights first discovered during the Period of insurance where the ownership of such rights is vested in You.

For the purposes of this Insuring Clause We will only give prior consent where You have provided, at Your own expense, an opinion from a solicitor, barrister or suitably qualified intellectual property agent evidencing the existence of Your intellectual property rights, the infringement of those rights, a measurable loss and a reasonable prospect of success.

4 Costs for representation

Up to a maximum of £250,000 in the aggregate in the Period of insurance for all reasonable and necessary legal costs incurred by You with Our prior written consent for representation at any inquiry or other proceeding which has, in Our sole opinion, a direct relevance to any claim, Circumstance or event which could form the subject of indemnity under this Policy. For the avoidance of doubt Costs for Representation cover does not apply to Insuring Clause 3.

5 Data protection defence costs

Up to a maximum of £250,000 in the aggregate in the Period of insurance, for reasonable and necessary legal costs and expenses incurred by You with Our prior written consent in the defence of any criminal proceedings brought against You, during the Period Of Insurance under the Data Protection Act 2018 or similar legislation provided always that:

- a** the act, error or omission giving rise to the proceedings will have been committed by You in the ordinary course of the Professional business;
- b** We will be entitled to appoint solicitors and counsel to act on Your behalf;
- c** We will have no liability to pay costs and expenses incurred subsequent to a plea or finding of guilt on Your part, or in the event that counsel should advise that there are no reasonable prospects of successfully defending the proceedings, except for costs incurred solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if counsel will advise that the prospects of a successful appeal following a finding of guilt are reasonable.

6 TPO/PRS awards

In respect of any legally enforceable TPO/PRS award provided always that:

- a** We will not be liable to indemnify You in respect of a TPO/PRS award arising from racial discrimination, sexual discrimination or a dispute over professional fees; and
- b** an indemnity would have been provided to You under this Policy in respect of the claim or complaint that is the subject matter of the TPO/PRS award notwithstanding the TPO/PRS award; and
- c** any payment made by Us under this Insuring Clause will be part of and not in addition to the Indemnity limit.

The Excess will be £500 in respect of any claim under this Insuring Clause.

7 Breach of statutory obligation defence costs

In respect of 80% of costs and expenses incurred with Our prior written consent in the defence of any proceedings brought against You under the Consumer Protection from Unfair Trading Regulations 2008 and/or the Business Protection from Misleading Marketing Regulations 2008 but only where We believe that defending such proceedings may protect You against any subsequent or concurrent civil claim arising from the subject matter of those proceedings and where indemnity would be given under this Policy in respect of any such civil claim. As a condition precedent to Your right to be indemnified under this Insuring Clause You will inform Us as soon as possible, and in any event within five working days (provided always that such notification is received by Us before the expiry of the Period of insurance) of:

- a** the receipt, awareness or discovery of any claim or complaint made against You which might lead to a TPO/PRS award;
- b** the receipt of any notice indicating an intention to investigate a possible offence from, or any requirement to deliver up any document to, the relevant enforcement authority under the Consumer Protection from Unfair Trading Regulations 2008 and/or the Business Protection from Misleading Marketing Regulations 2008, or any other indication that a prosecution under the Consumer Protection from Unfair Trading Regulations 2008 and/or the Business Protection from Misleading Marketing Regulations 2008 was imminent.

Such notice having been given, any subsequent claim made (including any civil claim arising from the same subject matter of any proceedings under the Consumer Protection from Unfair Trading Regulations 2008 and/or the Business Protection from Misleading Marketing Regulations 2008) will be deemed to have been made during the Period of insurance.

For the avoidance of doubt the indemnity provided under Insuring Clauses 3), 4), 5), 6) and 7) is not additional to and will not increase the Indemnity limit.

Extension

These Exclusions set out what is not covered under this Policy.

We will not be liable to indemnify You against any claim:

1 Employers liability

arising directly or indirectly from bodily injury, sickness, disease, psychological injury, emotional distress, nervous shock or death sustained by any Employee arising out of or in the course of their employment by You, or for any breach of any obligation owed by You as an employer to any partner, principal, director, member or Employee or applicant for employment;

2 Bodily injury/property damage

for bodily injury, sickness, disease, psychological injury, emotional distress, nervous shock or death sustained by any person or any loss, damage or destruction of property unless such claim arises directly from negligent advice, design, specification, formula or other breach of professional duty by You;

3 Land, buildings etc.

arising directly or indirectly from the ownership, possession or use by You or on Your behalf of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle;

4 Dishonesty

arising directly or indirectly from any dishonest, fraudulent, malicious or illegal act or omission of Yours or any Employee, except as covered by Insuring Clause 1b;

5 Contractual liability

arising directly or indirectly from any breach or alleged breach of any contractual duty or duty of care owed or alleged to have been owed by You to any third party but only to the extent that such duty is more onerous than any duty that would otherwise be implied by common law or statute;

6 Products

arising out of or relating to:

- a** goods or products sold, supplied, repaired, altered, manufactured, installed or maintained or;
- b** buildings, building works or physical structures constructed, repaired, installed, erected, removed or demolished;

by You or any related company or sub-contractor of Yours;

7 Insolvency/bankruptcy of You

arising out of or relating directly or indirectly to the insolvency, liquidation, receivership or bankruptcy of You;

8 Seepage and pollution

based upon, arising out of or relating directly or indirectly to, in consequence of or in any way involving seepage, pollution or contamination of any kind;

9 Circumstances or Circumstances known at inception

arising directly or indirectly from any claim or Circumstance of which You were, or ought reasonably to have been, aware prior to inception of this Policy, whether notified under any other insurance or not;

10 Other insurance

in respect of which You are, or but for the existence of this Policy would be entitled to indemnity under any other insurance except in respect of any excess beyond the amount which is payable under such other insurance;

11 Territorial limits

in respect of work carried out outside the Territorial Limits;

12 Legal action

in respect of an action for Damages:

- a** brought outside the Jurisdiction (including the enforcement within the Jurisdiction of a judgment or finding of another court or tribunal that is not within the Jurisdiction);
- b** in which it is contended that the governing law is outside the Jurisdiction;

brought outside the Jurisdiction to enforce a judgment or finding of a court or other tribunal in any other jurisdiction;

13 Fines and penalties

for penalties, fines, multiple, exemplary, liquidated or other non- compensatory Damages awarded other than in actions brought for libel, slander or defamation in so far as they are covered by this Policy;

14 Claims by financially associated persons or entities

made against You by any Financially associated person whether alone or jointly with any other person or entity. However, this exclusion will not apply to any claim brought against such Financially associated person or entity by an independent third party and which would, but for this exclusion, be covered by this Policy;

15 Retroactive date

made by or against or incurred by You arising from any act or omission or originating cause that occurred prior to the Retroactive date stated in Endorsement 1;

16 Radioactive contamination or explosive nuclear assemblies

directly or indirectly caused by or contributed to by or arising from:

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

17 Excess

for the amount of or less than the Excess. The Excess will be deducted from each and every claim paid under this Policy;

18 War

arising directly or indirectly out of, happening through or in consequence of, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

19 Terrorism

arising directly or indirectly out of, happening through or in consequence of any act or acts of force or violence for political, religious or other ends directed towards the overthrowing or influencing of any government, or for the purpose of putting the public in fear by any person or persons acting alone or on behalf of or in connection with any organisation;

In the event of any dispute as to whether or not this exclusion applies You will have the burden of proving that this exclusion does not apply;

20 Asbestos

arising directly or indirectly out of or resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity.

21 Other appointments

made against You in Your capacity as:

- a** director or officer of Your firm or of any other company or arising out of the management of Your or of any other company; or
- b** trustee of any trust or as officer or employee of any pension fund or any other employee benefit scheme, whether for the benefit of members or Employees of Yours or otherwise;

22 Trading losses

arising out of:

- a** any trading loss or trading liability incurred by any business managed or carried on by You (including the loss of any client account or business);
- b** loss caused by You in consequence of a share or asset sale to any prospective purchaser, associated business, merger partner, joint venture partner or similar because of any misstatement or misrepresentation made by You;
- c** the actual or alleged over-charging or improper receipt of fees by You;

23 Virus

arising directly or indirectly from any Virus;

24 Patents

arising directly or indirectly from the infringement of any patent;

25 Insolvency

the insolvency of any Insurer, Building Society, Bank or other lender;

26 Insurance and investment services

any Insurance and Investment Services regardless of whether or not such Insurance and Investment Services are in contravention of or breach FSA 86 or FSMA;

27 Surveys or valuations

arising from surveys or valuations other than for the purpose of the establishment of a price for the marketing of a property for sale;

28 Deliberate acts

arising directly or indirectly from any deliberate or reckless breach, act, omission or infringement committed, condoned or ignored by You except as covered by Insuring Clause 1b;

29 Employee benefit schemes / stocks and shares

arising directly or indirectly from the operation or administration of any pension or other employee benefit scheme or trust fund, or the sale or purchase or dealing in any stocks, shares or securities or the misuse of any information relating to them or the breach of any related legislation or regulation;

30 Taxation, competition, restraint of trade

arising directly or indirectly from the breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation;

31 Official action or investigation

arising from any official action or investigation by or decision or order of any public, local or government body or authority, except as covered by Insuring Clause 5 (Data protection Defence costs);

32 Loss, damage or destruction of bearer bonds or coupons

arising from the loss, damage or destruction of any bearer bonds, coupons, bank or currency notes, share certificates, stamps or other negotiable paper;

33 Costs and expenses incurred without prior consent

for costs and expenses incurred without Our prior consent;

34 Claims by Employees

made against You by any present or former Employee.

Notification and Claims Conditions

1 Claim/circumstance notification

As conditions precedent to Your right to be indemnified under this Policy You;

- 1.1** will inform Us, in writing, as soon as possible, and in any event within 28 days of the receipt, awareness or discovery during the Period of insurance of:
- a** any claim made against You;
 - b** any notice of intention to make a claim against You;
 - c** any Circumstance;
 - d** the discovery of reasonable cause for suspicion of dishonesty or fraud.

provided always that such notification is received by Us before the expiry of the Period of insurance, or if You renew this Policy with Us, within 7 days after its expiry.

Such notice having been given as required in b, c or d above, any subsequent claim arising out of such notified matters will be deemed to have been made during the Period of insurance;

- 1.2** will not, in respect of any of the matters specified in 1.1 a) to 1.1 d) above to, admit liability, make any offer for or settle any claim, or incur any costs or expenses in connection with any such claim or Circumstance, without Our prior written consent; and
- 1.3** will, as soon as practicable given the circumstances, give all such information and assistance as We may require and provide Your full co-operation in the defence or settlement of any such claim.

Every letter of claim, writ, summons or process and all documents relating thereto and any other written notification of claim will be forwarded, unanswered, to Us immediately they are received. You will at all times, in addition to Your obligations set out above, afford such information to and co-operate with Us to allow Us to be able to comply with such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice.

2 Conduct of claims

- 2.1** Following notification under condition 1 above We will be entitled at Our own expense to take over and within Our sole discretion to conduct in Your name the defence and settlement of any such claim.

Nevertheless neither You nor We will be required to contest any legal proceedings unless a Queens Counsel (to be mutually agreed upon by You and Us) will advise that such proceedings should be contested.

- 2.2** We may at any time in connection with any claim made, pay to You the Indemnity limit (after deduction of any sums already paid) or any lesser sum for which, in Our sole opinion, the claim can be settled and upon such payment being made We will relinquish the conduct and control of and have no further liability in connection with the claim. For the avoidance of doubt, We will have no liability to pay Defence costs and expenses incurred after the date upon which any such payment is made.

Special Notification Conditions

Definition

For the purposes of these Special Notification Conditions Adjudication notice will mean any adjudication notice pursuant to contract (including a “Notice of Adjudication” and/or “referral notice” pursuant to the Scheme For Construction Contracts (England & Wales) Regulations 1998 and/or the Scheme For Construction Contracts (England & Wales) Regulations 1998 (Amendment) (England) Regulations 2011 and/or The Scheme for Construction Contracts (Scotland) Regulations 1998) and “adjudication” and “adjudicator” will be construed in that context:

- 1** You will give Us written notice within 2 working days of:
 - 1.1** the receipt of any such adjudication notice;
 - 1.2** the receipt of any indication, whether in writing or otherwise, of an intention on the part of any party to serve You with an adjudication notice;
 - 1.3** becoming aware of circumstances in which the commencement of an adjudication involving You is likely.

This notice must be given during the Period of insurance.
- 2** You must promptly supply Us with all details relating to any references to adjudication, including copies of all documentation made available to You.
- 3** You must:
 - a** allow Us to appoint advisors and to have conduct of the adjudication as we deem appropriate;
 - b** co-operate with Us and Our advisors in the conduct of the adjudication;
 - c** meet any request, direction or timetable of the adjudicator;
 - d** not agree to accept the decision of the adjudicator as finally determining the dispute without Our prior written consent.
- 4** The adjudication provisions in the contract (if any) or otherwise applying to the contract must:
 - a** provide that the adjudicator must be independent of the parties to the dispute;
 - b** not allow for the adjudicator’s decision to finally determine the dispute;
 - c** not allow the adjudicator to disregard the legal entitlements of the parties in order to reach a decision based on commercial or other considerations;
 - d** not place restrictions upon the timing of the commencement of legal or arbitration proceedings (for the sake of clarity this does not apply to adjudication proceedings).

Further Condition

We will be entitled to pursue legal proceedings, arbitration or other proceedings in the name of and on behalf of You to challenge, appeal, re-open or amend any decision, direction, award or exercise of any power of the adjudicator or to stay the enforcement of any such decision, direction, award or exercise of power. You will give all such assistance as We may reasonably require in relation to such proceedings or arbitration.

General Conditions

1 Policy construction and disputes

Any word or expression to which a specific meaning has been attached in any part of this Policy, the Professionals Policy Schedule or Endorsement 1 will bear such specific meaning wherever it may appear.

Any dispute concerning the interpretation of the terms, Conditions or Exclusions contained herein is understood and agreed by You and Us to be subject to the laws of England and Wales. Each party agrees to refer any such dispute to a mediator to be agreed between You and Us within 14 working days of any dispute arising under the Policy. If a mediator is not agreed then either party may apply to the Centre for Effective Dispute Resolution (CEDR) for the appointment of a mediator. The parties agree to share equally the costs of CEDR and of the mediator and that the reference of the dispute to mediation will be conducted in confidence.

You and We agree to perform their respective continuing obligations under this Policy while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations. If any such dispute is not resolved by mediation or You and We cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be submitted to the exclusive jurisdiction of any court of competent jurisdiction within England and Wales and each party agrees to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder will be determined in accordance with the law and practice of such court.

2 Waiver of subrogation against employees

We will not exercise any right of subrogation against any former or present Employee, unless We will have made a payment caused about or contributed to by any act or omission of the Employee or former Employee which was dishonest, fraudulent or malicious or the Employee or former Employee conspired to commit or condoned any such dishonest, fraudulent or malicious act or omission.

3 Dishonest or fraudulent act or omission

In the event of a loss or claim which involves the dishonest, fraudulent or malicious act or omission of any former or present Employee, You will take all reasonable action (including legal proceedings) to obtain reimbursement from the Employee concerned (and from any Employee who may have conspired to commit or have condoned such act or omission) or from the estate or legal representatives of such Employee. Any monies which but for such dishonest, fraudulent or malicious act or omission would be due to such Employee from You or any monies held by You for such Employee will be deducted from any amount payable under this Policy.

4 Fraudulent claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain benefit under this Policy, We:

- a will not be liable to pay the claim;
- b may recover from You any sums paid by Us to You in respect of the claim; and
- c may (despite the references to notice period and the refunding of premiums in General Condition 6 Cancellation by us) by notice to You at Your last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
 - i refuse all liability to You under this Policy in respect of any event that gives rise to Our liability occurring after the time of the fraudulent act; and
 - ii retain any premiums paid under this Policy.

5 Contracts (Rights of Third Parties) Act 1999

You and We are the only parties to this contract and no other person has any rights under the Contracts (Rights Of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act. You will not assign or transfer Your rights under the Policy without Our written agreement.

6 Cancellation

- a We may cancel the Policy by sending 14 days' written notice to Your last known address. We will refund any premium paid for the remaining Period of Insurance as long as You have not notified any Circumstance or made any claim under the Policy up to the date of cancellation.
- b If, after buying Your policy, You decide that the cover does not meet Your needs please return all your documents within 14 days of receiving them or of the start date of the policy (whichever is later) to Your broker, intermediary or agent who arranged the Policy and We will refund any premium You have paid, providing that You have not notified any Circumstance or made any claim under the Policy up to the date of cancellation. If you cancel Your policy after that time we will refund any premium paid for the remaining Period of insurance on a pro rata basis, providing that You have not made any Claim or are aware of any Circumstance during the current Period of insurance.

7 Invalidity

If any provision of this Policy is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable this will not affect the other provisions of this Policy which will remain in full force and effect

8 Notices

Notice will be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed to:

- a** in the case of You, to Your last known address;
- b** in the case of Us, to U K Insurance Limited and/or such other authorised insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

9 Reasonable steps to avoid loss

Without prejudice to the Notification and Claims Conditions in this Policy, You will 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.

10 International Sanctions

We will not provide cover, be liable to pay any claim or provide any benefit if to do so would expose Us (or any parent company, direct or indirect holding company of Us) to any penalty or restriction (including extraterritorial penalties or restrictions so far as such do not contradict laws applicable to Us), arising out of any trade and economic sanctions laws or regulations which are applicable to it.

11 Mergers and acquisitions

If during the Period of Insurance You:

- a** purchase assets or acquire liabilities from another entity in an amount no greater than 10% of Your assets as listed in Your most recent financial statement; or
- b** acquire another entity whose annual revenues are no more than 10% of Your annual revenues for your last completed financial year; and
- c** there is no material deviation to Your Professional business; and
- d** prior to the acquisition of the acquired company not being aware of any professional indemnity claims or circumstances that could give rise to a claim then this Policy will automatically include such entity as You but only in respect of any act or omission occurring on or after the date of merger or acquisition unless otherwise agreed by Us.

12 Assignment

This policy of insurance (including any benefits it confers provides) are not assignable to any third party without the express approval of Us confirmed in writing by Us.

13 Change of control

In the event that You merge into or consolidate with or sell all or substantially all of Your assets or shares to a third party (whether a company, corporation or any other legal entity or person) or there is any acquisition of more than fifty percent (50%) of the voting share capital of You by a third party (whether a company, corporation or any other legal entity or person) You will give written notice of such event prior to its execution. Upon receipt of such notice, We may at Our absolute discretion agree to the continuation of the policy of insurance, to be confirmed by way of a written endorsement to the policy. In the absence of such agreement and/or if notice is not forthcoming as required under this General Condition 13 – Change of control, the cover provided by this policy of insurance will cease with immediate effect at the date of the change of control.

For the avoidance of doubt, You will not be entitled to an indemnity in respect of any claims made under this policy of insurance where notification of the claim occurs after a change in control (as referred to in this General Condition 13 – Change of control) where the change of control was not reported Us and approved in accordance with this General Condition 13.

14 Fair Presentation of the Risk

- a** You have a duty to make to Us a fair presentation of the risk before:
 - i** the inception of this Policy;
 - ii** an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
 - iii** the renewal of this Policy; and
- b** In the event of a breach of such duty, if the breach is:
 - i** deliberate or reckless, We may:
 - a** in relation to an alteration made to this Policy, (despite the references to notice period and the refunding of premiums in General Condition 6) by notice to You at Your last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
 - b** in relation to inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;

- ii neither deliberate nor reckless and We would not have:
 - a in relation to an alteration made to this Policy, agreed to the alteration on any terms, We may treat this Policy as if the alteration was never made, but in that event We:
 - i will return any extra premium paid; or
 - ii may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
 - b entered into this Policy on any terms, We may avoid this Policy and refuse all claims but will return any premiums paid; or
- iii neither deliberate nor reckless and We:
 - a would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if We require; and
 - b in respect of an alteration made to this Policy:
 - i would have agreed to the alteration, but would have charged an increased premium by more than We did or (in the case of an unchanged premium) would have increased the premium, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the premium that We would have charged;
 - ii (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and We would have increased the premium, would not have reduced the premium, or would have reduced it by less than it did, We may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what it would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the original premium if We would not have changed it, and otherwise the increased or (as the case may be) reduced total premium We would have charged.

- c would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, We may reduce proportionately the amount to be paid on a claim.

We will pay on such claim a percentage of what it would otherwise have been liable to pay (making provision for any different terms referred to in item b iii a above), based on the premium actually charged compared to the higher premium.

- c We will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by Us), in relation to a breach of the duty to make to Us a fair presentation of the risk.

15 Choice of Law

You and We may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. We have supplied this Agreement and other information to You in English and We will continue to communicate with You in English.

Important Information

How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy. Please quote Your Policy number.

Professional Indemnity Claims are managed in partnership with HCC International.

To make a claim, email nigclaims@tmhcc.com

How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the Policy they will refer it to NIG.

If your complaint is still outstanding you can write to NIG direct at the following address, quoting your policy number.

The Chief Executive,
NIG
Churchill Court
Westmoreland Road
Bromley BR1 1DP

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service
Exchange Tower, London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**

Details about our Regulator

U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on **0800 111 6768**.

Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint be dealt with promptly.

Details of Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website www.fscs.org.uk.

