



## INSURANCE BROKERS PROFESSIONAL INDEMNITY

### POLICY SUMMARY

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This is a summary only and you should refer to the full terms and conditions in your policy or consult your broker for more information.

**Product name:** Insurance Brokers Professional Indemnity Policy (MUM CGPA IB 02 19)

**Type of Insurance:** Professional Indemnity

**Underwritten By:** Manchester Underwriting Management Ltd on behalf of CGPA Europe

### WHAT IS INSURED?

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The policy covers civil liability to third parties incurred in the conduct of your business.

The Limit of Liability is normally on an 'any one claim' basis i.e. there is no restriction on the number of claims made in the Period of Insurance but each one has a maximum limit as stated on the Schedule. It applies in the aggregate during the Period of Insurance for claims arising from Financial Services Business. We will offer Limits of Liability up to £10,000,000.

This is a "claims made" wording, which means the policy covers claims first made against You and notified to Us during the Period of Insurance.

Insuring Clauses	Limit
Civil liability (including defamation, dishonesty and loss of client money)	The full policy limit (max. £10M)
Liability for lost documents	The full policy limit (max. £10M)
Ombudsman Awards	The maximum amount that such Ombudsman may award on a binding basis
Defence costs & expenses	Unlimited
Regulatory Investigation Costs	£500,000 in the aggregate
Compensation for Court Attendance	£250,000 in the aggregate
Binding Authorities notified to Us	The full policy limit (max. £10M)

### PERIOD OF COVER

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The Period of Insurance is typically 12 months but can be more or less – refer to the policy Schedule for the Period of Insurance applicable.

### GEOGRAPHICAL SCOPE

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The policy is subject to Geographical Limits that are stated in the Schedule of the policy – there is no cover for work outside these Geographical Limits. The policy also excludes claims made against you outside the Jurisdiction limits stated in the Schedule or where it is claimed that the law of a country outside the Jurisdiction limits applies.

### PRINCIPAL EXCLUSIONS

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- ❖ Claims that should be covered elsewhere under other types of policies, for example employers' liability, public/product liability, directors' & officers' liability, cyber, property and motor
- ❖ Claims arising from the sale of goods, manufacture and construction, Your own environmental, nuclear, pollution, war & terrorism risks
- ❖ Prior or known claims and circumstances
- ❖ Claims arising from any work done before the Retroactive Date shown on the Policy Schedule or notified more than 7 days after the expiry of the policy
- ❖ The amount of the Excess
- ❖ Certain conduct matters including deliberate acts, losses arising after discovery of the dishonesty, obscenity, money laundering, breach of tax or competition laws

- ❖ Fines, penalties and punitive damages
- ❖ Claims by connected parties unless emanating from a third party
- ❖ Claims relating to breach of contractual duty more onerous than implied by common law or statute
- ❖ Trading losses, claims regarding infringement of patents or trade secrets
- ❖ Underwriting activities
- ❖ Claims by insurers unless they have first obtained a court judgement
- ❖ Unauthorised activities
- ❖ Appointed Representatives acting outside authority
- ❖ Improper volume or profit share agreements
- ❖ Failure of investments to perform, and certain investment advice
- ❖ Any advice given about or arrangement of Income Withdrawal Schemes, Split Capital Investment or Structured Capital At Risk Products.

### **PRINCIPAL CONDITIONS**

- ❖ The information provided by you on the proposal form or statement of fact are complete and accurate. Claims and or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible.
- ❖ You must take all reasonable steps to mitigate any loss, not make any admissions, and co-operate with us.
- ❖ English law applies to this contract of insurance.
- ❖ The Premium must be paid to Us within 60 days of inception of the Period of Insurance, normally through your broker unless an alternative method has been agreed by MUM.

### **CANCELLATION**

There is no provision for you to cancel this policy. It may be cancelled by mutual agreement or by our giving you 14 days' notice. There are some circumstances where cover terminates immediately and these are listed in the policy and relate to insolvency or similar events.

### **CLAIMS PROCESS**

Notice of a claim or circumstance should be given in writing to your broker or to Us at Manchester Underwriting Management Limited, Link House, St Mary's Way, Chesham, HP5 1HR.

### **COMPLAINTS**

Complaints must be referred in the first instance to Manchester Underwriting Management Ltd, Link House, St Mary's Way, Chesham, HP5 1HR (tel. 01494 770700 or email [complaints@manchesterunderwriting.com](mailto:complaints@manchesterunderwriting.com)).

In the event that you remain dissatisfied once we have provided a response, then please refer the complaint to:

Manchester Underwriting Management Limited or to CGPA Europe, at The Complaints Manager, CGPA Europe, 41 Boulevard Royal, L2449 Luxembourg.

Eligible complaints can also be referred to the Financial Ombudsman Service ([www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)) who can consider your complaint independently and free of charge. Their contact details are:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR  
 Tel no: 0800 0234567 Tel mobile: 0300 1239123  
 Tel no (outside UK): +44 (0)207 964 0500 Fax: +44 (0)207 964 1001

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

Please note:

- **You** must refer **Your** complaint to the Financial Ombudsman Service within six months of the date of the final response
- The Financial Ombudsman Service will normally only consider a complaint from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees