

PROFESSIONAL INDEMNITY INSURANCE
FOR INSURANCE INTERMEDIARIES

CERTIFICATE

GENERAL INFORMATION:

Interpretation

In this **Policy**:

- words and expressions appearing in bold type shall bear the meanings given against the word or expression in the section of this **Policy** headed 'Definitions' .
- headings are for ease of reference only and shall not be taken into account in construing this **Policy**.
- references to masculine include the feminine and vice versa;
- the singular includes the plural and vice versa;
- reference to any Act of Legislation, statute or statutory provision shall include any amendment or replacement;
- references to any position, title or legislation shall include their equivalent in the relevant jurisdiction.

INSURING CLAUSES

In return for **Your** payment of the premium, **We** shall indemnify **You** as follows:

1 **Civil Liability**

up to the **Limit of Liability** (save where the limit of cover for any particular section is otherwise expressly provided for in this **Policy**) for any civil liability:

1.1 incurred in the conduct of **Your Business**, and

1.2 arising from any **Claim** first made against **You** during the **Period of Insurance**;

where the **Claim** arises out of any actual or alleged :

- a. breach of professional duty, negligent act, negligent error, negligent omission, negligent misstatement or negligent misrepresentation;
- b. libel or slander committed in good faith and without malice;
- c. dishonest or fraudulent act or omission;
- d. loss of client money;
- e. **Your** involvement in any **Joint Venture**;
- f. civil liability not included above, except as provided under any other Insuring Clause below.

2 **Liability for Loss of Documents**

up to the **Limit of Liability** in respect of any **Claim** first made against **You** during the **Period of Insurance** for the reasonable costs and expenses incurred (for which **We** have given prior written consent) in replacing or restoring **Documents** either owned by or belonging to a third party but which at the time of loss were **Your** responsibility or in **Your** custody in the conduct of **Your Business** and were discovered during the **Period of Insurance** to be damaged, lost, destroyed, mislaid or otherwise unobtainable and which, after diligent search, cannot be located.

We will not indemnify **You** against any **Claim** or **Loss** arising directly or indirectly from:

2.1 **Documents** which are stored on magnetic or electrical media unless such **Documents** are duplicated on magnetic or electrical media and deposited at a separate location with the intention that in the event of loss or damage the duplicate can be used as the basis for restoring the **Documents** to their original status.

2.2 any **Claim** arising out of wear, tear and/or gradual deterioration, moth and vermin.

3 **Ombudsman Awards**

for any final and binding compensatory awards or determinations (including an award of costs) made against **You** by any Ombudsman appointed pursuant to the provisions of the Financial Services and Markets Act 2000, including the direct additional costs of taking any steps which **You** are directed to take in relation to any complainant, provided that :

3.1 the **Claim** giving rise to the award or determination of the Ombudsman was first made against **You** and notified to **Us** during the **Period of Insurance** and;

3.2 the **Claim** arises out of the conduct of **Your Business**.

The **Limit of Liability** applying to this Insuring Clause shall be the maximum amount that such Ombudsman may award on a binding basis for any one claim. **We** will also indemnify **You** for **Defence costs and expenses** in respect of appealing such awards and/or compensation if, in **Our** sole opinion, there is a reasonable prospect of success.

4 **Defence costs and expenses**

4.1 in relation to any claim or **Loss** arising from **Financial Services Business**, **We** shall pay **Defence costs and expenses**, which shall be inclusive within the **Limit of Liability**.

4.2 **We** shall pay **Defence costs and expenses** in addition to the **Limit of Liability** in relation to any claim or **Loss** arising from any other business. However, in the event that:

4.2.1 the amount of any **Loss** paid or payable exceeds the **Limit of Liability**, **Our** liability to pay **Defence costs and expenses** shall not exceed the proportion that the **Limit of Liability** bears to the amount of **Loss** paid or payable;

4.2.2 if **We** decide to make a payment to **You** pursuant to Claims Condition 5 below then **We** will have no further obligation to pay any **Defence costs and expenses** on **Your** behalf after the date upon which the payment is made.

5 **Regulatory Investigation Costs**

for all **Defence costs and expenses** incurred with **Our** prior written consent in connection with any Regulatory investigation proceedings:

5.1 arising from **Your Business** and

5.2 first brought against **You** in the **Period of Insurance**.

This Insuring Clause includes any investigations brought by the Financial Conduct Authority and any other applicable local governing body.

We shall not be liable for any penalty, award of costs or fine arising from such prosecution or investigation unless payable to a third party and compensatory in nature.

The **Limit of Liability** applying to this Insuring Clause shall be **Our** total liability for all **Defence Costs and Expenses** arising and shall not exceed £500,000 in the aggregate.

6 **Compensation for Court Attendance**

in the event that **We** require **You** or any **Employee** to attend any court or other judicial tribunal we shall pay **You** compensation at the following rates:

£500 per day for any current partner, member or director of **Your** firm

£250 per day for any other current **Employee**.

The **Limit of Liability** applying to this Insuring Clause shall not exceed £250,000 in the aggregate. No **Excess** is payable in respect of this Insuring Clause.

7 **Binding or Delegated Authorities**

for any **Claim** first made against **You** during the **Period of Insurance** arising out of the operation of any **Binding or Delegated Authority** issued or granted to **You** by any insurer or underwriter provided that all such **Binding or Delegated Authorities** have been declared to **Us**.

8 **Loss of Client Cover**

If following a claim paid by **Us** under this **Policy** (or any previous **Policy** underwritten by **Us**) **You** lose that client's business provided that:

8.1 **You** prove to **Us** to **Our** satisfaction that the loss of that client's business is as a direct consequence of the claim paid by **Us** and for no other reason and

8.2 **Your** accounts for the financial period in which **You** lose the client's business show a loss in the Profit and Loss account

We will indemnify **You** for the amount of such loss in the Profit and Loss account provided always

that:

- 8.3 **We** will not pay more than the commission or fees that **You** received in relation to that client in the 12 month period prior to the date of notification of the claim to **Us**; and
- 8.4 **You** provide to **Us** at **Your** own expense such evidence as is necessary to unequivocally support the loss stated in 8.2 above and its link to the claim paid by **Us**.

If **You** and **We** are unable to agree the amount of the loss, **You** and **We** agree to the appointment of an expert by the President for the time being of the Institute of Chartered Accountants in England and Wales, whose decision shall be binding on **You** and **Us** and whose costs shall be shared equally between **You** and **Us**.

The **Limit of Liability** applying to this Insuring Clause shall be £100,000 in the aggregate and the **Excess** shall be £2,500.

We will not indemnify **You** for any loss arising from any **Excess** or any claim or claims exceeding the **Limit of Liability** of the **Policy** under which the claim was paid by **Us**.

9 Fidelity

for any amount up to £250,000 in the aggregate during the **Period of Insurance** in respect of your own direct **Loss** which **You** shall discover during the **Period of Insurance** that **You** have sustained by reason of any dishonesty or fraud of any **Employee** of **Yours** provided that:

- 9.1 such dishonesty or fraud was with the intent to cause loss to **You** or to obtain personal gain either for the **Employee** themselves or others and
- 9.2 **Your** accounts have been prepared or certified by an independent accountant and
- 9.3 any dishonesty or fraud by persons acting together shall be treated as giving rise to one claim.

We will not indemnify any person committing or condoning dishonesty or fraud.

The **Excess** in respect of this Insuring Clause shall be £2,500.

Claims under more than one Insuring Clause

Provided always that, in relation to all Insuring Clauses, in the event that a single claim or a series of claims arising out of or in connection with one originating cause or source should result in **Your** seeking an indemnity from **Us** under more than one of the Insuring Clauses in this **Policy** then if **We** have already paid the full amount of the **Limit of Liability** **We** shall not be obliged to provide **You** with any further indemnity in respect of such claim or series of claims.

EXCLUSIONS

These exclusions are applicable to the entire **Policy** unless otherwise specified.

We will not indemnify **You** against any **Claim** or **Loss** arising directly or indirectly from:

1 **Risks that should be insured elsewhere**

1.1 **Employers Liability and Employment Practices Liability**

1.1.1 any actual or alleged breach of any duty that **You** may have to any **Employee** as an employer, or for any **Bodily Injury** suffered by any **Employee** or any person applying to **You** for employment;

1.1.2 any breach of any obligation owed by **You** as employer or to an **Employee**;

1.2 **Bodily Injury**

any **Bodily Injury** unless it was caused by a breach of any duty owed by **You** arising from negligent advice, design, specification or formula or other breach of professional duty in the conduct of **Your Business**;

1.3 **Property Damage**

the damage to or destruction of any property except that this exclusion shall not apply to any **Claim** for breach of any professional duty to arrange insurance cover in relation to the damage to or destruction of any property;

1.4 **Property / Vehicles**

Your ownership, occupation or use of any land, building, or of any vehicle, craft or vessel for use on land, water or in the air and whether mechanically propelled or otherwise;

1.5 **Directors, officers or trustees**

or brought against **You** in the capacity of

1.5.1 a director or officer of **Your** firm or of any other company;

1.5.2 a trustee of any trust;

1.5.3 a director, officer or trustee of any pension fund or employee benefit scheme, whether for the benefit of **Your Employees** or any other entity;

1.6 **Cyber Liability**

or contributed to by or arising from

1.6.1 the use or operation by **You** or by any third party, as a means for inflicting harm or for theft, of any computer, computer system, **Virus** or process or any other electronic system;

1.6.2 the costs of notification of any data breach to any party affected by such data breach;

1.6.3 the costs and expense of remedying any data breach including the containment and removal of any **Virus**;

1.6.4 the costs of notification of any data breach to any regulatory authorities and / or any party affected by such data breach;

1.6.5 or caused by any **Virus**

provided always that this Exclusion shall not apply to any **Claim** for breach of any professional duty to arrange insurance cover against **Loss** or damage from any of the causes listed in this clause 1.6.

1.7 **Fidelity**

except as provided for in Insuring Clause 11, **Your** own **Losses** arising from any dishonesty or fraud of any partner, director, member, principal or **Employee** of **Yours**;

2 **Sale of goods, manufacture & construction**

2.1 the manufacture, repair, alteration, installation, sale, supply or maintenance of any product or other item of goods whether by **You** or by any **Connected Person** or by any sub-contractor of **Yours**;

2.2 the manufacture, construction, erection, installation, repair, alteration or demolition of any building or other physical structure where **You** or any **Connected Person** or sub-contractor of **Yours** has entered into a contract to manufacture, construct, erect, install, repair, alter, or demolish any building or other physical structure;

3 **Environmental**

3.1 **Pollution**

or which is in any way related to or a consequence of any kind of seepage, **Pollution** or contamination except that this exclusion shall not apply to any **Claim** for breach of any professional duty to arrange insurance cover against **Loss** or damage caused by any kind of seepage, **Pollution** or contamination;

3.2 **Asbestos**

or which is in any way related to or a consequence of the presence of asbestos in whatever form or amount except that this exclusion shall not apply to any **Claim** for breach of any professional duty to arrange insurance cover against **Loss** or damage caused by asbestos in any form or amount;

3.3 **Fungi**

or which is in any way related to or a consequence of any fungus or mycota including mildew, mycotoxins, spores, yeast or any biogenic aerosols except that this exclusion shall not apply to any **Claim** for breach of any professional duty to arrange insurance cover against **Loss** or damage caused by any fungus or mycota including mildew, mycotoxins, spores, yeast or any biogenic aerosols;

4 **Radiation, War or Terrorism**

4.1 **Radiation**

4.1.1 **Loss** or destruction of or damage to any property whatsoever or any **Loss** or expense whatsoever resulting or arising therefrom or any consequential **Loss**, or

4.1.2 any legal liability of whatsoever nature 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;

4.2 **War**

Loss or Damage directly or indirectly occasioned by, 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;

4.3 **Terrorism**

arising directly or indirectly or otherwise as a consequence of any act or acts of force or violence undertaken, for whatever reason, with the aim of influencing or overthrowing of any government or public authority or with the aim of making the public fearful except that this exclusion 4.3 shall not apply to any **Claim** for breach of any professional duty to arrange insurance cover against such act or acts;

5 **The Excess**

A **Claim** for an amount not exceeding the **Excess**;

6 **Retroactive date**

arising from an act or omission or other cause that occurred, or which is alleged to have occurred, before the Retroactive Date stated in the **Schedule**;

7 **Known claims or circumstances**

any **Claim** made or **Circumstance** known to **You** (or of which **You** ought to have been aware) before the date of commencement of the **Period of Insurance**;

8 **Notified after Period of Insurance**

any claim or **Circumstance** notified to **Us** more than 7 days after the end of the **Period of**

Insurance;

9 **Other insurance**

in respect of which **You** are entitled to claim an indemnity under any other policy of insurance except in respect of any excess beyond the amount which would have been payable under such insurance had this **Policy** not been effected;

10 **Conduct matters**

10.1 **Deliberate or reckless acts**

Except as provided for in Insuring Clause 1 c, from any deliberate or reckless act or omission committed or condoned by **You**;

10.2 **Defamation**

for malicious falsehood or for libel or slander where **You** knew or ought reasonably to have known that the words spoken or the material published were defamatory;

10.3 **Loss of right of recovery**

in respect of which, as a consequence of any agreement that **You** may have entered into with a third party, **Your** rights of recovery against that third party have been restricted in any way;

10.4 **Money laundering**

money laundering and/or market abuse as defined in Part VIII of the Financial Services and Markets Act 2000;

10.5 **Tax**

the payment of any kind of tax or arising directly or indirectly from the breach of any taxation legislation or regulation except that this exclusion shall not apply to any **Claim** for breach of any professional duty to arrange insurance cover in connection with such matters;

10.6 **Competition law**

any actual alleged breach of any law, rule or regulation relating to competition, anti-trust or restraint of trade;

10.7 **Negotiable instruments**

the possession, loss, damage or destruction of or any dealing with any form of bearer bond, coupons, bank or currency notes, share certificates, stamps or other negotiable paper or security;

10.8 **Incoming employees' breach of prior employment restrictions**

any **Claim** arising out of any obligation (however arising) owed by **You** or any person who is intended to become a partner, director, member, principal or **Employee** to any current or former employer of that person;

11 **Dishonesty, failure to account for monies**

11.1 **Dishonesty**

11.1.1 any malicious, dishonest or fraudulent act or failure to act by any present or past partner, director, member, principal or **Employee** occurring after such time as **You** had reasonable cause for suspicion that such present or past partner, director, member, principal or **Employee** was engaged in or was contemplating engaging in any malicious, dishonest or fraudulent act or failure to act;

11.1.2 any loss suffered by or liability of any person who committed or condoned any malicious, dishonest or fraudulent act or failure to act;

11.2 **Failure to account for monies**

the failure by **You** to account for monies in the event of **Your** insolvency receivership liquidation or bankruptcy;

- 12 **Penalties, fines**
any penalty, fine, exemplary, liquidated or other form of punitive or non-compensatory damages except in claims brought for defamation to the extent that such claims are otherwise covered by this **Policy**;
- 13 **Connected person**
or brought by any **Connected Person** whether alone or jointly with any other person or party except where the claim is brought against the **Connected Person** by an unconnected third party and where the claim would otherwise fall to be covered by this **Policy**;
- 14 **Onerous contracts or contractual liabilities**
14.1 any breach or alleged breach of contract and in respect of which it is claimed
14.1.1 that **You** duty is more onerous than would be implied by common law or statute; or
14.1.2 that **You** are liable for liquidated damages, penalties or for an amount due pursuant to any kind of guarantee or otherwise for damages that are greater than would be implied by common law or statute;
14.2 any novation or undertaking given by **You** except where such liability would have attached in the absence of such novation or undertaking;
- 15 **Trading matters**
15.1 **Trading losses**
except as otherwise provided for in this Policy:
15.1.1 any trading liability or trading loss incurred by **You** or by any **Connected Person**;
15.1.2 **Your** lost profit, mark-up or liability for Value Added Tax or its equivalent;
15.2 **Repayment of fees**
any allegation that **You** have over-charged any client or for the return, reduction or repayment of any fees paid or payable to **You**;
15.3 **Geographical limits**
work undertaken by **You** outside the Geographical Limits specified in the **Schedule**;
15.4 **Jurisdiction**
or brought against **You**
15.3.1 other than within the Jurisdiction specified in the **Schedule**;
15.3.2 to enforce a judgment or finding of a court or other judicial tribunal based outside the Jurisdiction specified in the **Schedule**;
15.3.3 in which it is claimed that the law that applies is other than that of the Jurisdiction specified in the **Schedule**;
15.5 **Arbitrator**
which is to be determined by an arbitrator unless the arbitrator is independent of the parties to the claim and the arbitration is to be conducted in the United Kingdom of Great Britain and Northern Ireland;
15.6 **Partnerships**
any partnership agreement or arrangement to which **You** may be party other than a **Joint Venture**;
15.7 **Joint Ventures**
15.7.1 Any **Joint Venture** other than in respect of claims arising from the conduct of **Your Business**
15.7.2 made by a party within a **Joint Venture** unless such claim emanates from an independent third party;
15.8 **Takeovers etc.**
Any act, error or omission committed after the date of any takeover or merger involving **You** unless agreed by **Us** in writing;
15.9 **Your insolvency**
from **Your** insolvency;
- 16 **Intellectual property and confidentiality**

- the actual or alleged infringement
- 16.1 of any patent or **Trade Secret**;
 - 16.2 of any other form of intellectual property or breach of any duty of confidentiality unless **You** can demonstrate, to **Our** satisfaction, that the infringement or breach was unintentional;
- 17 **Sanctions**
to the extent that to do so would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America;
- 18 **Appointed representatives**
- 18.1 the activities of any **Appointed Representative** that have not been disclosed to us and/or are outside the scope of the **Appointed Representative's** appointment and/or authority;
 - 18.2 the activities of any **Appointed Representative** that should have been but has not been notified to any regulator to whom notification should have been made;
 - 18.3 or by any **Appointed Representative** against **You** or **Us**;
- 19 **Underwriting activities**
- 19.1 **Underwriting agents and managers**
You acting as underwriter, underwriting agent, managing general agent, underwriting manager of any insurer (other than captive insurance company), underwriter of any syndicate or pool of underwriters or insurance companies or where **You** are an insurance company, manager of investment premium funds, providing claims handling or claims settlement activities. This exclusion does not apply to the operation by **You** of any **Binding or Delegated Authority** that has been declared to **Us**;
 - 19.2 **Underwriting losses**
Your own underwriting losses;
 - 19.3 any intentional breach of any **Binding or Delegated Authority** term;
- 20 **Claims by insurers** or by any insurer
- 20.1 unless and to the extent that they have first obtained a Court judgement against **You**;
 - 20.2 by reason of any act, error or omission committed or alleged to have been committed by **You** as that insurer's appointed representative;
- 21 **Unauthorised activities**
any activity by **You** or by an **Appointed Representative** without authorisation or permission from the Financial Conduct Authority or other regulator;
- 22 **Volume or profit share agreements**
Any actual or alleged improper agreements or arrangements between **You** and any insurer or premium finance company involving the payment of increased fees, commissions or other compensation arising from the volume of premium, the growth in volume of premium or the profitability of any portfolio of business underwritten by or funded by the insurer or premium finance company;

23 **Failure of investments to perform**

the lack of appreciation or the depreciation of any investments, including but not limited to endowments, bonds, securities, commodities, currencies, options or futures, as a result of fluctuations in any markets;

24 **Quoted investments**

investment advice concerning quoted companies, government stock or unit or investment trusts unless the advice is given on the written recommendation of a member of a recognised Stock Exchange;

25 **High risk products**

any advice on, arrangement of any transaction in or dealing in any:

25.1 **Income Withdrawal Schemes** or any financial promotion or advertisement thereof;

25.2 **Split Capital Investment** or any financial promotion or advertisement thereof;

25.3 **Structured Capital At Risk Products** or any financial promotion or advertisement thereof.

CLAIMS CONDITIONS

If **You** fail to comply strictly with any of the Claims Conditions below in relation to a particular claim or **Circumstance** then **We** will be entitled to reduce the amount that **We** pay by an amount to be determined by **Us** to represent our fair and reasonable view of the prejudice caused to **Us** as a result of such non-compliance.

1 **Notification**

1.1 **When and what to notify**

You must notify **Us** in writing as soon as reasonably possible if **You** receive, discover or become aware of

- 1.1.1. any **Claim** made against **You**;
- 1.1.2. any indication that someone intends to make a **Claim** against **You** or
- 1.1.3. a **Circumstance**.

Notification under this clause must be made irrespective of **Your** view on liability or the validity of the **Claim** or potential **Claim**.

1.2 **What must be included**

The notification must include full particulars, including without limitation the identity of the claimant or potential claimant, details of the allegations and potential allegations against **You**, identification of the services giving rise to the **Claim** or **Circumstance** and, if known, the potential quantum of the **Claim** or **Circumstance**.

If **You** give **Us** notice under paragraphs 1.1 and 1.2 above then any **Claim** made subsequently and arising from the notification will be deemed to have been notified to **Us** during the **Period of Insurance**.

2 **No admissions**

You must not make any offer, promise, admit liability for, or settle in part or in full, any **Claim** in respect of which **We** might otherwise be obliged to indemnify **You** under this **Policy** without **Our** prior written consent. **We** will not pay or be responsible for any **Defence costs and expenses** incurred, in relation to any **Claim** or **Circumstance**, without **Our** prior written consent.

3 **Information and assistance**

Following notification under Claims Condition 1 above **You** must promptly provide **Us** and all those appointed to act on **Our** behalf with all documents and information that **We** may request and promptly provide all assistance and co-operation that may be required for the investigation of the **Claim** or **Loss** and the defence or settlement of the **Claim**.

4 **Conduct**

Following notification under Claims Condition 1, **We** shall be entitled to take over the conduct of any **Claim** and, at **Our** own expense, to defend or settle the **Claim** as **We**, in **Our** sole discretion, think fit. However, **We** cannot require **You** to continue to contest any **Claim** unless a Queen's Counsel (to be agreed upon between **Us** and **You**) advises that the **Claim** should be contested. The costs of such reference to Queen's Counsel are to be borne equally by **Us** and **You**.

5 **Payment of Limit of Liability**

At any time:

5.1 **We** may pay to **You** an amount equal to the **Limit of Liability**; or

5.2 if **We** consider that a **Claim** may be settled for less than the **Limit of Liability** then we may pay to **You** that lesser amount.

If **We** make such a payment it will be in full and final settlement of any liability **We** may have to

indemnify **You** under this **Policy**. **We** will then relinquish conduct and control of the **Claim** and have no further liability in respect of it. For the avoidance of doubt this means that **We** will not be liable for any **Defence costs and expenses** that may be incurred after the date upon which any such payment is made by **Us**.

6 **Fraud**

If **You** make any claim under this **Policy** (or have made a claim under any previous insurance policy) which **You** know or ought to know to be false or fraudulent in any way, this **Policy** shall become void and all of **Your** rights under this **Policy** shall be forfeited.

GENERAL CONDITIONS

1 **Waiver of right to avoid**

We will not exercise any right to avoid this **Policy** or to decline to indemnify for non-disclosure or misrepresentation on the basis of any untrue statement of facts or misrepresentation made in the **Proposal** or any supplementary information or statement given provided always that:

- 1.1 **You** can establish to **Our** satisfaction that such non-disclosure or misrepresentation was innocent and free of any fraudulent conduct or intent to deceive; and
- 1.2 the premium and terms and conditions of this **Policy** shall be adjusted at **Our** sole discretion to those that would have applied had full and accurate disclosure been provided to **Us** at the relevant time.

If such non-disclosure or misrepresentation consists of or includes a failure to inform **Us** of any **Claim** or **Circumstance** then Exclusion 7 shall not apply provided always that:

- 1.3 there was a valid insurance in place immediately preceding the date of commencement of the **Period of Insurance** and at the time that **You** should have notified the matter; and
- 1.4 If the **Claim** or **Circumstance** should have been notified under such preceding insurance then, where this **Policy** affords greater or wider cover than that to which **You** would have been entitled under the preceding insurance, **We** shall only be liable to indemnify **You** to the extent that you would have been entitled under the preceding insurance.

Where **We** waive any right to avoid or to decline to indemnify (however arising) then in the event that **We**, in **Our** sole opinion, believe that **You** have prejudiced the handling or settlement of any **Claim** then the amount payable by **Us** (including **Defence costs and expenses**) in respect of that **Claim** will be reduced by such an amount as **We** fairly and reasonably think would have been payable in the absence of such prejudice.

2 **Late notification**

We will not exercise any right to decline to indemnify **You** on the basis of any failure to comply with Claims Condition 1.1 of this **Policy** provided always that in the event that **We**, in **Our** sole opinion, believe that **You** have prejudiced the handling or settlement of any claim then the amount payable by **Us** (including **Defence costs and expenses**) in respect of that claim will be reduced by such an amount as **We** think would have been payable in the absence of such prejudice. In the event that **You** disagree with **Us** as to the existence or extent of prejudice then the dispute should be referred to a sole arbitrator who shall have exclusive jurisdiction to determine the dispute. In the event that the parties fail to agree on the appointment of a particular arbitrator then an arbitrator shall be appointed by the President for the time being of the Law Society.

3 **Mitigation**

You must take all reasonable steps to avoid or reduce any **Loss** that might arise from any **Claim** or **Circumstance**.

4 **Subrogation**

You must promptly provide **Us** with all documents and information that **We** may request and provide **Us** with all assistance and co-operation that **We** may require in order to try to obtain reimbursement from any third party of any **Loss** or **Defence costs and expenses** that **We** may have to pay in relation to any **Claim** made against **You**. **We** shall be entitled to undertake in **Your** name or on **Your** behalf such steps to enforce rights against any third party as may be necessary, before or after **We** make payment under the **Policy**.

5 **Waiver of subrogation against employees**

We will not exercise any subrogation rights against an **Employee** of **Yours** unless the claim under the **Policy** has been brought about or contributed to by the dishonest criminal or malicious act or omission of the **Employee** or where the **Employee** either conspired to commit or condoned a

dishonest criminal or malicious act or omission.

6 **Recoveries**

All money recovered from third parties, following any payment made by **Us** under this **Policy**, shall be applied in the following order:

6.1 first, in reimbursement of all costs and expenses incurred by **Us** in obtaining such recovery;

6.2 secondly, in reimbursement of all **Loss** borne by **You** in the event that **Your** legal liability exceeds the **Limit of Liability**;

6.3 thirdly, in reimbursement of all sums paid by **Us** under this Certificate; and

6.4 fourthly, in reimbursement of the **Excess** paid by **You**.

7 **Dishonesty**

In the event that any claim or **Circumstance** notified to **Us** arises directly or indirectly from any malicious, dishonest or fraudulent act or omission then **You** must take all reasonable steps to:

7.1 prevent any further **Loss** being incurred as a result of such malicious, dishonest or fraudulent act or omission; and

7.2 recover any **Loss** (and provide **Us** with all assistance required to do so) from any person or persons who committed or condoned such malicious, dishonest or fraudulent act or omission.

If **You** hold money that, but for the malicious, dishonest or fraudulent act or omission, would be due to any person involved then **We** shall be entitled to reduce the amount payable under this Certificate by an amount equal to the amount that **You** hold.

8 **Premium payment**

You agree to pay the premium in full to **Us** within 60 days of inception of the **Period of Insurance** and that if the premium has not been so paid **We** shall have the right to cancel this Certificate by giving **You** 14 days' notice in writing. If **We** exercise this right then the premium payable by **You** shall be due to **Us** pro-rata for the period during which **We** have been on risk during the **Period of Insurance** unless any notification has been made in accordance with Claims Condition 1 prior to the expiry of the notice period in which case the full premium shall be due and payable.

We agree that if the premium due is paid in full to **Us** before the notice period expires, **Our** notice of cancellation shall be withdrawn automatically.

9 **Third party rights**

You and **We** are the only parties to this contract and no other person or party has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any rights under this **Policy**, but this does not affect the ability of any third party to enforce any other right or remedy they may have.

10 **Assignment**

Assignment of interest under this **Policy** will not bind **Us** unless and until **Our** written consent is endorsed hereon.

11 **Document management**

We may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

12 **Invalidity**

If any provision of this Certificate is found to be invalid by any competent court or administrative body this will not affect the validity of any other provision in this Certificate.

13 **Governing law**

This **Policy** is governed by English Law. In the event of any dispute between us as to the meaning, effect or validity of the Certificate then the dispute should be referred to a sole arbitrator who shall have exclusive jurisdiction to determine the dispute. In the event that the parties fail to agree on the appointment of a particular arbitrator then an arbitrator shall be appointed by the President for the time being of the Chartered Insurance Institute.

14 **Notices**

Any notice to be given under this **Policy** must be sent by pre-paid first class post and shall be deemed to have been received:

14.1 by **You** if it is sent to **Your** last known address or to **Your** broker; and

14.2 by **Us** if sent to Manchester Underwriting Management Limited, Link House, St Mary's Way, Chesham HP5 1DG.

15 **Contact**

All claims and other enquiries shall be addressed to Manchester Underwriting Management Limited, Link House, St Mary's Way, Chesham HP5 1DG.

16 **Manchester Underwriting Management**

Manchester Underwriting Management Limited acts as **Our** agent and not for **You**.

17 **Several liability notice**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

18 **Multiple Insureds**

If more than one party is entitled to indemnity under this **Policy** then the total amount which **We** will pay in respect of any claim will not exceed the amount which **We** would be liable to pay if there were only one party entitled to indemnity.

DEFINITIONS:

In this **Policy** where the following words appear in bold type they shall have these meanings:

Aggregate	shall mean in total for the Period of Insurance
Appointed Representative	shall mean an appointed representative as defined by Section 39 of the Financial Services and Markets Act 2000 and noted in the Proposal . This includes an Appointed Representative whose appointment is made during the Period of Insurance once the appointment has been notified in writing to and agreed prior to the appointment by Us
Approved Person	shall mean an individual who has been approved by the FCA and/or the PRA to perform one or more controlled functions on behalf of an authorised firm
Binding or Delegated Authority	shall mean any written agreement between You and an insurer which delegates authority to You to bind business and/or settle claims on their behalf, whether or not on pre-set terms.
Bodily injury	shall mean any physical injury, sickness, disease, psychological injury or illness, emotional distress, shock or death (but excluding mental injury, mental anguish or shock arising from libel or slander or defamation)
Business	shall mean the activities normally expected of an insurance broker, insurance agent, insurance consultant and/or claims adjuster, including the operation of any Binding or Delegated Authority disclosed to Us and for which permission has been obtained from the Financial Conduct Authority and any other local governing body
Circumstance	<p>shall mean any circumstance, event or state of affairs which may reasonably be expected to give rise to a Claim against You or a claim for Loss by you of a kind that may be covered under this Policy. Subject to the terms of Claims Condition 1, examples of the types of matters which You should notify as a Circumstance include but are not limited to the following:</p> <ol style="list-style-type: none">any Complaint from a client about work undertaken by You and which cannot be resolved within three working days;any series of Complaints from a client about work done by You;any situation by which You become aware of any shortcoming in work undertaken for a client (whether this is known to the client or not);any situation in which a client, following a Complaint by the client, fails to pay fees or premiums invoiced by You;any threat of a Claim being brought against You;the discovery, or reasonable cause for suspicion, of dishonesty or fraud on the part of any current or former partner, director, member or Employee of Yours;the receipt by You of any written demand for compensation or demand for other civil relief including non-pecuniary relief made by a third party against You;any civil, arbitration or adjudication proceedings, application including any counterclaim or appeal served upon You;the receipt by You of any communication invoking a Pre-Action Protocol
Claim	shall mean any written or oral demand for monetary damages and/or notice in writing of any intention to commence legal proceedings against You and/or other relief including non-pecuniary relief and/or any civil arbitration or adjudication proceedings including counterclaim and appeal made by a third party against You in connection with Your Business
Complaint	Shall mean any complaint that meets in full the definition of "complaint" in the

FCA Handbook Glossary at the time of the complaint

Connected Person	shall mean <ul style="list-style-type: none">a. any business owned, controlled or managed, directly or indirectly, by You; orb. any person or entity that owns, controls or manages, directly or indirectly, any part or the whole of Your Business
Defence costs and expenses	shall mean reasonable legal costs and expenses incurred by You or on Your behalf with Our prior written consent in connection with the investigation, defence or settlement of any Claim or potential Claim in respect of which You are entitled to an indemnity under this Policy
Documents	shall mean all: <ul style="list-style-type: none">a. documents (excluding bearer bonds, coupons, bank or currency notes or other negotiable instruments) that are Your property or for which You are responsible, andb. computer system records
Employee	shall mean any person who is: <ul style="list-style-type: none">a. Employed by You under a contract of employment; orb. Employed by You under a training contract or as an apprentice; orc. Working for You as a locum, temporary or seasonal worker including anyone supplied by an agency or contract hire company; ord. working for You as a volunteer, including anyone working on a work experience or intern scheme or placement; ore. self-employed and who is not working as an independent contractor but only while that person is working directly for You and is under Your direct control and supervision
Excess	in respect of Insuring Clauses 1, 2, 3, 4, 5 and 7 shall mean the amount stated in the Schedule which shall be payable by You before We shall make any payment in respect of <ul style="list-style-type: none">a. Loss payable in respect of each and every claim or, in the event that any claim is brought by more than one claimant, to each claimant; orb. any legal costs incurred with Our consent in accordance with insuring clause 5; orc. Defence costs and expenses but only in respect of claims arising from Financial Services Business.
Financial Services Business	shall mean all activities regulated under the Financial Services and Markets Act 2000 and any regulations contained therein, but shall not include insurance mediation as defined in the glossary to the Financial Conduct Authority Handbook relating only to General Insurance Contracts (as defined therein), Key Man Insurance, Private Medical Insurance or Life Assurance where there is no investment element of whatsoever nature
General Insurance Contracts	shall mean insurance mediation as defined in the glossary to the Financial Conduct Authority Handbook relating only to general insurance contracts (as defined therein)
Income Withdrawal	shall mean any scheme providing for income withdrawal as defined by s630 Income & Corporation Taxes Act 1988 or any similar income withdrawal scheme relating to a money purchase scheme or stakeholder pension scheme
Joint Venture	any association or joint venture conducted with any third party
Limit of Liability	in respect of Financial Services Business shall mean

- a. the amount stated in the **Schedule**, or
- b. in the event that, on the first day of the **Period of Insurance**, the amount stated in the **Schedule** if converted into Euros would be less than €1,924,420, it shall mean the pounds sterling equivalent of €1,924,420 as at the date the claim is made

and which shall be the maximum amount of **Our** liability to pay any **Loss** and **Defence costs and expenses** in the aggregate within the **Period of Insurance**.

in respect of all other **Business**, shall mean

- a. the amount stated in the **Schedule**, or
- b. in the event that, on the first day of the **Period of Insurance**, the amount stated in the **Schedule** if converted into Euros would be less than €1,300,380, it shall mean the pounds sterling equivalent of €1,300,380 as at the date the claim is made

and which shall be the maximum amount of **Our** liability to pay any **Loss** in respect of any one claim or series of claims arising out of one originating cause or source or directly or indirectly arising from or in connection with fraud or dishonesty. In the event that a single claim or a series of claims arising out of one originating cause or source should result in **Your** seeking an indemnity from **Us** under more than one of the Insuring Clauses in this **Policy** then the **Limit of Liability** shall be reduced by an amount equal to the sum of any payments made by **Us** pursuant to insuring clauses 1, 2, 3, 5, 6, 7, 8 and 9

Loss

shall mean

- a. in the context of any claim against which **You** may be entitled to an indemnity pursuant to Insuring Clauses 1, 2, 3, 7 and 9 any amount that **You** are liable to pay as compensation together with any liability **You** may have to pay the legal costs and expenses of any other party as a result of any **Claim** made against **You**; or
- b. any other loss suffered or cost or liability incurred by **You** in respect of which **You** may be entitled to an indemnity under this **Policy's** Insuring Clauses

Period of Insurance

shall mean the period stated in the **Schedule**

Policy

shall mean this document and any accompanying **Schedule** and endorsements to it

Pollution

shall mean

- a. all pollution or contamination of buildings or land or structures or of water or the atmosphere, and
- b. all **Loss** damage or **Bodily Injury** directly or indirectly caused by or arising from such pollution or contamination

Proposal

shall mean all information supplied by **You** to **Us** by written, electronic or any other means

Schedule

shall mean the schedule attached to this Certificate

Split Capital Investment

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

Structured Capital At Risk Products	<p>shall mean any policy or product which provides a specified level of income or growth over a fixed investment period and has the following characteristics:</p> <ol style="list-style-type: none"> a. the customer is exposed to a range of outcomes in respect of the return of initial capital invested; or b. the return of initial capital invested at the end of the investment period is linked by a pre-set formula to the performance of an index, a combination of indices, a 'basket' of selected stocks (typically from an index or indices) or other factor or combination of factors; and if the performance is within specified limits: <ol style="list-style-type: none"> i. repayment of initial capital invested occurs but if not, ii. the customer could lose some or all of the initial capital invested
Trade Secret	<p>shall mean any information that derives any independent economic value whether actual or potential from not being generally known and not being readily ascertainable through proper means by other persons who can obtain economic benefit from its use or disclosure</p>
Us/Our/We	<p>shall mean the Insurer or Insurers stated in the Schedule of Insurers</p>
Virus	<p>shall mean any software or executable code that replicates itself through a computer or computer network whether called a virus, logic bomb, Trojan Horse, worm or given any other name or term</p>
You/Your	<p>shall mean the Insured named in the Schedule together with, individually and collectively, each of its partners, members or directors including all former partners, members or directors, and all who may become partners, members or directors in the Insured's firm during the Period of Insurance, any Employee, any Approved Person and any Appointed Representative</p>