

Toledo Insurance Solutions



Professional Indemnity Insurance

Accountants

Policy Wording

Version 1.0 July 2024



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Contents

Regulatory Disclosure.....	3
Policy Definitions.....	4
Section 1 – Professional Indemnity Insurance	11
General Conditions Applicable to Section 1	11
Insuring Clauses Applicable to Section 1	16
Indemnity Applicable to Section 1.....	17
Exclusions Applicable to Section 1	18
Notification and Claims Conditions – Section 1	22
Section 2 – General Liability Insurance	23
General Conditions Applicable to Section 2	23
Insuring Clauses Applicable to Section 2	26
Extensions Applicable to Section 2.....	27
Indemnity Limits Applicable to Section 2	29
Exclusions Applicable to Section 2	30
Notification and Claims Conditions – Section 2	39
Complaints.....	40
Data Protection Notice	41

Regulatory Disclosure

This insurance is administered by Toledo Insurance Solutions and underwritten by Accelerant Insurance Europe SA, Bastion Tower, Place du Champ de Mars 5, 1050 Brussels.

Moorhouse Group Limited trading as Toledo Insurance Solutions is registered in the UK and authorised and regulated by the Financial Conduct Authority (FCA number 308035).

This policy is underwritten by Accelerant Insurance Europe SA/NV UK Branch.

Accelerant Insurance Europe SA/NV UK Branch is the UK establishment of Accelerant Insurance Europe SA/NV, an insurance company authorised under code 3193 and regulated by the National Bank of Belgium and the Financial Services and Markets Authority in Belgium. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request.

The **Firm** Reference Number of Accelerant Insurance Europe SA/NV UK Branch is 940712. Its UK Establishment Number is BR02748 and its UK Establishment Office is located at 1 Tollgate Business Park, Tollgate West, Colchester, CO3 8AB.

Policy Definitions

Titles and Headings in this Policy are descriptive only and are used solely for convenience of reference and shall 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.

Additional definitions apply to the General Liability Insurance and are found in section 2.

The following words in bold type shall have these meanings:

Alternate

Any individual practitioner, Partnership, limited liability Partnership, Isle of Man limited liability company or company who is acting in connection with the arrangements to cover the incapacity or death of a sole practitioner.

Authorised work

Shall have the meaning given by the Probate Regulations of the **Relevant Institute**, in force at the date of the inception of this policy.

Circumstance

A **Circumstance**, state of affairs, event, occurrence, act, error or omission which may give rise to a **Claim**.

Claim

Any written or oral demand for compensation or damages from, or the assertion of a right against, any **Insured**, and includes any complaint or reference to any **Ombudsman**.

Claimant

A person or entity which has made or may make a **Claim** including (without limitation) a **Claim** for contribution or indemnity, and includes a complainant to the **Ombudsman**.

Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility.

Computer Viruses

A **Virus**, malicious code or worm which either damages the **Insured's** network or allows unauthorised use of or access to any **Digital Asset**.

Cyber Extortion

Any threat, including a demand for funds, directed to an **Insured** to avoid corruption, damage or introduction of a **Computer Virus** or a **Denial of Service Attack**.

Cyber Act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any **Computer system**.

Cyber Terrorism

An act or series of acts of any natural person or group(s) of persons, whether acting alone or on behalf of or in connection with any third party organisations, committed for political, religious, personal or ideological purposes including but not limited to the intention to influence any government and/or put the general public in fear for such purposes by using activities perpetrated electronically or otherwise that are directed towards the destruction, disruption or subversion of communications and information systems, infrastructure computers, **Digital Assets**, the internet, telecommunications or electronic networks and/or its content or sabotage and/or threat there from.

Denial Of Service Attack

Any unlawful attempt by a party to temporarily or indefinitely interrupt or suspend service to a **Digital Asset**.

Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer system**

Digital Assets

The **Insured's** computer or mobile devices or other **Electronic Data** processing device, equipment or system, any hardware, software, programme, instruction, **Data** or component utilised or intended to be utilised therein or thereby, or any actual or intended function of or process performed by any of the foregoing. **Digital Assets** shall also include the **Insured's Computer system**.

Data Protection Law

Any applicable **Data** protection and privacy legislation or regulations in any country, province, state, territory or **Jurisdiction** which govern the use, confidentiality, integrity, security and protection of personal **Data** relating to personal **Data** issued by any **Data** protection regulator or governmental authority from time to time (all as amended, updated or re-enacted from time to time).

Director

shall have the meaning given by sections 250 and 251 of the Companies Act 2006, section 2 of the Companies Act 1963 of the Republic of Ireland or section 27 of the Companies Act 1990 of the Republic of Ireland (as appropriate) or any amendment or re-enactment thereof.

Defence Costs

Costs, disbursements and expenses incurred by the **Insured**:

- a) defending any **Claim** or any proceedings relating to any **Claim**
- b) conducting any proceedings for an indemnity, contribution, damages or other recovery relating to a **Claim**
- c) investigating, reducing, avoiding or settling any actual or potential **Claim**; or
- d) investigating any **Circumstance** which is notified to **Insurers** in accordance with the terms of this policy.

Documents

Deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates, or any other **Documents** or forms of any nature whatsoever whether written, printed or held electronically, but excluding:

- a) any bearer bonds or coupons, bank or currency notes, share certificates, stamps or other negotiable paper; and
- b) any information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed or stored by a **Computer system**.

Electronic Data

facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical **Data** processing or electronically controlled equipment and includes programmes, software, and other coded instructions for the processing and manipulation of **Data** or the direction and manipulation of such equipment.

Employee

- a) any person employed by the **Insured** 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, (For the purposes of this definition "independent contractor" shall not include Self Employed Independent Contractors); 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 the **Insured's** staff

but only if such person is working under the **Insured's** direction, control and supervision.

Excess

The first amount paid in respect of each **Claim** and shall be (save where stated otherwise) the amount stated in the **Schedule**. The **Excess** is payable by Section of cover as stated in the **Schedule**. The **Excess** is not payable in respect of **Defence Costs and expenses**. The **Indemnity Limit** is additional to the **Excess**.

Extended Policy Period

The period starting from the day immediately following the expiration of the original **Period of insurance** and ending with the earliest to occur of:

- a) The date that the **Insured** obtains a replacement insurance policy that complies with the provisions of the **Professional Indemnity Insurance Regulations** of the **Relevant Institute**; or
- b) 30 days from receipt by the **Relevant Institute** and the **Firm(s)** of written notice from the **Insurer** of the commencement of the **Extended Policy Period**.

Fair Presentation

where the **Insured** has made to the **Insurer** a presentation of the risk in the proposal together with any other written information supplied to the **Insurer** by the **Insured** and that presentation is not a **Fair Presentation**:

- a) if the breach was deliberate or reckless, the **Insurer** may avoid the contract and refuse all **Claims**, and need not return any of the premium paid. The **Insured** must repay any payments already made by the **Insurer** under this policy.
- b) if the breach was not deliberate or reckless, the **Insurer** may:
 - i. if the **Insurer** would not have entered into the contract on any terms, avoid the contract and

- refuse all **Claims** but must in that event return the premium paid. The **Insured** must repay any payments already made by the **Insurer** under this Policy.
- ii. if the **Insurer** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract may be treated as if it had been entered into on those different terms.
 - iii. if the **Insurer** would have entered into the contract (whether the terms relating to matters other than the premium would have been the same or different) but would have charged a higher premium, the **Insurer** may reduce proportionately the amount to be paid on a **Claim**.

Firm(s)

The **Firm(s)** (ie Partnership(s), sole practitioner(s), company(ies)(limited or otherwise), limited liability Partnership(s), Isle of Man limited liability company(ies)) and any other entity(ies) named in the **Schedule**, including the predecessors in business of the said **Firm(s)**.

Injury

Death, bodily **Injury**, illness or disease of or to any person

Insurance Distribution Work

shall have the meaning given by the Designated Professional Body (Investment Business) Handbook of the **Relevant Institute**, in force at the date of the inception of this policy.

Insured

Each and all of the following persons, each of whom shall be severally **Insured** hereunder:

- (a) any **Firm(s)**;
- (b) **Partners** or **Directors** or **Members** of the **Firm(s)** (or persons named as the principal where, although the trading style of the **Insured** is such that it appears to be a **Firm**, in fact the **Insured** is a sole practitioner) and any other person who may at any time during the **Period of insurance** become a **Partner** or **Director** or **Member** in the **Firm(s)**;
- (c) any former **Partner** or **Director** or **Member** of the **Firm(s)** including any such former **Partner** or **Director** or **Member** whilst acting as a consultant to the **Firm(s)**;
- (d) any person who is or has been under a contract of service with the **Firm(s)**;
- (e) any person who is or has been under a contract for **Services** with the **Firm(s)**, save that such person shall only be an **Insured** for the purpose of this policy if and insofar as any **Claim** or **Claims** arise out of **Professional Business** carried on by such person for or on behalf of the **Firm(s)**;
- (f) the estates and/or legal representatives of any **Insured Person** noted under (b), (c), (d) or (e) hereof in the event of death, incapacity, insolvency or bankruptcy; and
- (g) any person who is acting on behalf of the **Firm(s)** as an "**Alternate**".

Insured Person

Any natural person **Insured** hereunder

Insurers

Accelerant Insurance Europe SA/NV UK Branch

Jurisdiction

The legal **Jurisdiction** stated in the **Schedule** or, if no **Jurisdiction** is stated in the **Schedule**, the Courts of England and Wales.

Limit of Indemnity/Indemnity Limit

The sum stated in the **Schedule** which applies in respect of each and every **Claim** for which indemnity is provided under this Policy.

Member

Any **Member** of a limited liability Partnership including without limitation, a designated **Member**.

Offshore

The time an **Employee** of the **Insured** embarks onto a conveyance at the point of final departure to an **Offshore** rig or **Offshore** platform until such time the **Employee** disembarks from the conveyance onto land upon return from an **Offshore** rig or an **Offshore** platform.

Ombudsman

Any **Ombudsman** to whose **Jurisdiction** the **Insured** is subject by virtue of contract or law.

Partner

Shall have the meaning given by the Partnership Act 1890 or any amendment or re-enactment thereof.

Period of insurance

The period of time to which this Policy applies as stated in the **Schedule**.

PFAS

Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances in any form, including but not limited to:

- a) Any molecule, salt, radical, or ion containing perfluorinated methyl (-CF₃) or methylene (-CF₂-) groups.
- b) Derivatives or breakdown **products** of such molecules.
- c) Goods, **products**, or materials chemically related to **PFAS**.
- d) Any alloy, by-product, compound, or waste including or derived from **PFAS**.

Product

Any goods, **products** or other property after it has left the custody or control of the **Insured** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured**.

Professional Business

Advice, **Services** or other business activities provided for or on behalf of others at any time anywhere in the world by or on behalf of the **Insured** or any person for whom the **Insured** is or is alleged to be liable, irrespective of whether or not a fee is charged, but provided that if a fee is charged then that fee is taken into account in ascertaining the income of the **Firm(s)**.

The above definition of "**Professional Business**" extends to:

- a) any **Insured** whilst holding any individual personal appointment (including, but without prejudice to the generality of the foregoing, any appointment as a trustee or personal representative made or accepted in the course of the **Insured's** business), but whilst holding an appointment as company secretary or registrar or **Director** of a company which is not a **Firm** it only extends to the performance of **Services** as defined herein; and
- b) the provision, sale, license, lease, amendment or adaptation by the **Insured** of any computer software, hardware, solution, package or publication.

Professional Indemnity Insurance Regulations

The **Professional Indemnity Insurance Regulations** of the **Relevant Institute**, in force at the date of the inception of this policy.

Property Damage

Physical loss of or damage to or destruction of tangible property.

Qualifying Insurance

Shall have the meaning given by the **Professional Indemnity Insurance Regulations**

Retroactive Date

The date specified in the **Schedule** as the Retroactive Date.

Relevant First Party Loss/First Party Loss

That part of any costs, disbursements or expenses incurred by the **Insured** in investigating, reducing, avoiding or settling any potential **Claim** or **Circumstance** for which there is cover under this policy.

Relevant Institute

The Institute of Chartered Accountants in England and Wales, the Institute of Chartered Accountants of Scotland or the Institute of Chartered Accountants in Ireland, as applicable.

Pollution

Pollution, seepage or contamination of the atmosphere or of any water, land or other tangible property.

Schedule

The **Schedule** to this policy

Security Breaches

Any unauthorised access or unauthorised use of **Digital Assets**.

Services

All **Services** provided whilst holding the appointment of company secretary, registrar or **Director** as referred to in the definition of "**Professional Business**" herein shall mean all **Services** performed or advice given by the **Insured** in connection with tax matters, secretarial work, share registration, financial advice to management, book-keeping, management accounting, financial investigation and reports, the negotiation and settlement of financial **Claims**, company formations, investment advice, insurance and pension scheme advice and computer consultancy.

Virus

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**

Section 1 – Professional Indemnity Insurance

General Conditions Applicable to Section 1

1. Disputes Resolution

- a) Any dispute between the **Insured** and/or **Insurers** arising out of or in connection with this policy shall be referred to arbitration before a sole arbitrator (to be mutually agreed upon by the **Insured** and **Insurers**, or, failing agreement, to be appointed by the President of the **Relevant Institute**) whose decision shall be final and binding on the parties.
- b) In the event of any dispute concerning liability to indemnify the **Insured** (including without limitation a dispute as to the policy year under which any **Claim** or **Circumstance** might fall to be dealt with between (a) **Insurers** and (b) any **insurer(s)** subscribing to the policy corresponding to this policy in respect of a previous **Period of insurance**), the **Insured** and the **Insurers** agree that **Insurers** will advance **Defence Costs** and indemnify the **Insured** in accordance with clauses 1, 2 and 3
- c) To the extent that any of the provisions of this condition may fail and/or for the purposes of any application under the Arbitration Act 1996, the courts shall have exclusive **Jurisdiction** to hear and determine any disputes, suits, actions or proceedings that may arise out of or in connection with this policy.

2. Fraudulent Claims

If any **Insured** shall make a **Claim** for indemnity under this policy knowing the same to be false or fraudulent as regards amount or otherwise, then, in respect of that **Insured** only:

- a) **Insurers** shall not be liable to pay the **Claim**;
 - b) **Insurers** may recover from the **Insured** making the false or fraudulent **Claim** any sums paid by **Insurers** in respect of the **Claim**;
- and
- c) **Insurers** may by notice to the **Insured** treat the policy as having been terminated in respect of the **Insured** making the false or fraudulent **Claim** with effect from the time of the fraudulent act.

If the **Insurers** do treat the policy as having been terminated in respect of the **Insured** making the false or fraudulent **Claim**:

- a) **Insurers** may refuse all liability to such **Insured** under the policy in respect of any **Claim** or potential **Claim** notified after the time of the fraudulent act; and
- b) **Insurers** need not return any of the premiums paid under the policy in respect of the cover for the **Insured** making the false or fraudulent **Claim**.

Treating the policy as having been terminated under this clause in respect of an **Insured** making a false or fraudulent **Claim** does not affect the rights and obligations of the parties to the policy with respect to a **Claim** or potential **Claim** notified before

The policy shall continue in full force and effect for the benefit of all other **Insureds** as if such false or fraudulent **Claim** had not been made.

3. Third Party Rights

A person who is not a party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 or any equivalent legislation in the Republic of Ireland or any amendment or re-enactment thereof to enforce any terms of this policy. This condition does not affect any right or remedy of a third party which exists or is available other than by virtue of the Contracts (Rights of Third Parties) Act 1999.

4. Cancellation

Subject to condition 2, this policy may not be cancelled unless the **Insured** and **Insurers** agree mutually in writing to cancel the policy.

In the event of such agreement, **Insurers** shall within 7 days of the date upon which such agreement in writing is reached, write to:

- a) the **Insured** at the address shown in the **Schedule** notifying the **Insured** that the policy will be cancelled with effect from a date not less than 30 days after the date of such agreement; and
- b) the **Relevant Institute**, notifying it of the agreement, the effective date of cancellation and the name of the **Insured**.

5. Run-Off Cover

If a **Firm** ceases during or on expiration of the **Period of insurance** or, if applicable, the **Extended Policy Period**, then **Insurers** shall provide run-off cover in accordance with the **Professional Indemnity Insurance Regulations** for a minimum of two years from the date of cessation. The provision of run-off cover may be conditional on payment of an additional premium by a specified date. In the event that run-off cover does not incept for reasons of non-payment, **Insurers** shall give notice to the **Relevant Institute** within 7 days of the specified date and the **Insured** shall be deemed to consent to such notification being made.

6. King's Counsel Clause

Neither the **Insured** nor **Insurers** shall be required to contest any legal proceedings unless a King's Counsel or in the Republic of Ireland a Senior Counsel (to be mutually agreed upon by the **Insured** and **Insurers** or failing agreement to be appointed by the President of the Institute of Chartered Accountants in England and Wales/of Scotland/in Ireland as applicable) shall advise that, taking due account of the interests of both **Insurers** and **Insured**, such proceedings should be contested.

7. No Set-Off

Any amount payable by **Insurers** by way of indemnity under this policy in respect of the **Insured's** civil liability to a **Claimant** will be paid only to the **Claimant**. **Insurers** are not entitled to set off against any sums which are payable under this policy any payment due to them from any **Insured** including, without limitation, any payment of premium or any payment due to **Insurers** by way of reimbursement. This clause shall not apply where the **Claimant** confirms in writing that the **Insured** has paid in full any civil liability direct to the **Claimant**, or the **Insured** otherwise provides evidence to the **Insurers** of such payment.

8. Excess

- a) If an amount is specified in the **Schedule** by way of an **Excess**, this amount shall be borne by the **Insured** at their own risk and **Insurers' liability** to indemnify the **Insured** shall only be in **Excess** of this amount.

- b) The amount specified in the **Schedule** by way of an **Excess** shall not be applicable to **Defence Costs** (unless the **Claim** arises from the conduct of **Professional Business** which required authorisation by the Financial Conduct Authority or any relevant successor body).
- c) Notwithstanding any amount specified in the **Schedule** the maximum amount to be borne by the **Insured** at their own risk in relation to a **Claim** or **Claims** made during the **Period of insurance** shall not exceed the maximum calculated in accordance with the relevant provisions of the **Professional Indemnity Insurance Regulations**.

9. Advancement of Defence Costs

Subject to Indemnity clause 2b and condition 8b, **Insurers** will indemnify the **Insured** in respect of **Defence Costs** as and when they are incurred.

10. General Subrogation Rights

Insurers shall not exercise any right of subrogation against any other **Insured**, except in relation to an **Insured** against whom the exclusion in exclusion 8 has taken effect.

11. Choice of Law

This policy shall be governed by and construed in accordance with the laws of the country in which the **Firm** has its headquarters; provided that:

- a) if none of the **Relevant Institutes** is based in that country, then the country whose laws shall apply shall instead be whichever of the countries of the **Relevant Institutes** that has the closest connection with the **Firm**;
and
- b) where the **Firm** is comprised of more than one entity, the headquarters or the country with the closest connection shall be determined as a single location for the **Firm** taken as a whole.

12. Other Insurance

The liability of **Insurers** under this policy is not reduced or excluded by reason of the existence or availability of any other insurance. This clause does not affect any right of **Insurers** to **Claim** contribution from any other insurer which is also liable to indemnify any **Insured**.

13. Non Avoidance and Prejudice

Insurers will not:

- a) avoid this policy;
- b) Claim to be discharged from any or all liability to provide any indemnity (in whole or in part) under this policy; or
- c) (subject to condition 14 and 13(d)) seek to reduce the indemnity due under this policy

on the grounds of a breach of the duty of **Fair Presentation** of the risk to **Insurers**, provided always that such breach was free of any fraudulent conduct or intent to deceive. It shall be for **Insurers** to establish that such breach resulted from any fraudulent conduct or intent to deceive.

Nothing in this policy shall be construed as a warranty.

- d) In the event that any **Circumstance** is notified to **Insurers** and the **Insured** had knowledge prior to the **Period of insurance** of such **Circumstance**, and the **Insured** should have notified it under any previous policy (whether with other **Insurers** or not), **Insurers** shall not seek to exclude any **Claim** arising out of such **Circumstance**, the indemnity hereunder shall be limited to the indemnity

which would have been available under the earliest such previous policy if such **Circumstance** had been properly notified.

14. Non-Compliance

Where the **Insured's** breach of, or non-compliance with, any condition of this policy has resulted in prejudice to the **Insurers**:

- a) in the handling or settlement of any **Claim** against the **Insured**; or
- b) in the obtaining of reimbursement from any dishonest or fraudulent person as referred to in exclusion 8(c)

and the indemnity is payable direct to the **Claimant** in accordance with condition 7, **Insurers** will pay the indemnity in full and the **Insured** shall reimburse **Insurers** respect of any amount (including liability for **Claimant's** costs, expenses disbursements) which would not have been payable by them in the absence of such prejudice.

15. Extended Policy Period

The **Period of insurance** shall be extended by the **Extended Policy Period** where the **Insured** has not, prior to the expiration of the **Period of insurance**, obtained **Qualifying Insurance**, incepting on and with effect from the day immediately following the expiration of the **Period of insurance**. This special condition shall not apply to policies of insurance issued by the Assigned Risks Pool which shall have the meaning given by the **Professional Indemnity Insurance Regulations**

16. Difference in Conditions

Whereas each participating **Insurer** is allowed, within the terms and provisions of the **Insurers' Agreement** to use policy wordings not identical with the Approved Minimum Wording, the signatories to the Agreement hereby warrant and agree that the following clauses shall be annexed and incorporated or be deemed to be annexed and incorporated into every PII policy written by Participating **Insurers** for any **Member, Firm** or former **Firm**:

The insurance provided by this policy shall, notwithstanding any policy wording to the contrary, be, in each and every respect and in respect of each and every claim and in the aggregate, no less favourable and provide no less protection to the **Insured** than the Approved Minimum Wording (as defined in the Regulations in force at the date of the inception of the policy and on any extension of the policy at the date of such extension). Where the period of insurance exceeds 18 months, the Approved Minimum Wording shall be deemed to incorporate any amendments thereof made subsequent to the inception of the policy, and any reference in the general conditions of the Approved Minimum Wording to minimum **limits of indemnity** or maximum amounts of **excess** shall be deemed to incorporate any amendments to such minimum **limits of indemnity** or maximum amounts of **excess** prescribed by the applicable regulations specified in these general conditions made subsequent to the inception of the policy.

To the extent that the terms of this policy provide coverage to the **Insured** that would not be provided by the Insuring Clauses of the Approved Minimum Wording then, notwithstanding any policy wording to the contrary, the indemnity in respect of such coverage shall be in addition to the **limit of indemnity** provided by the Approved Minimum Wording.

In any dispute as to whether the insurance under this policy is in any respect or in the aggregate less favourable or gives less protection to the **Insured** than the Approved Minimum Wording would do, a sole arbitrator (irrespective of the number of parties to the dispute) who shall be agreed between the **Insurer** and the **Insured** or failing such agreement shall be selected at the request of either **Insurer** or **Insured** by the President for the time being of the Institute of Chartered Accountants in England and Wales/of Scotland/in Ireland (as applicable) shall be appointed to resolve the dispute in accordance with the Arbitration Act 1996. The Arbitrator's decision (which will be based on English law unless the relevant

Member's principal place of business is in Scotland, Northern Ireland or the Republic of Ireland, in which case the law of Scotland, Northern Ireland or the Republic of Ireland as the case may be will apply), shall be binding on both **Insurer** and **Insured**.

Insuring Clauses Applicable to Section 1

In consideration of the premium having been paid, the **Insurer** will indemnify the **Insured** for:

1. Civil Liability

Civil liability in respect of any **Claim** first made against the **Insured** during the **Period of insurance** in respect of any civil liability (including liability for **Claimant's** costs, expenses and disbursements) in connection with **Professional Business**

2. Awards by Ombudsman

Any amounts that an **Ombudsman** requires to be paid by the **Insured**, and/or the costs of any steps that an **Ombudsman** directs or recommends that the **Insured** takes, in respect of a complaint made to the **Ombudsman** during the **Period of Insurance**

3. Legal Defence Costs and expenses

In respect of **Defence Costs**

Indemnity Applicable to Section 1

1. Unless a higher amount is specified in the **Schedule**, **Insurers** shall not be liable to make any payment of indemnity under this policy (other than in respect of **Defence Costs**) that exceeds the following minimum amounts:
 - a) For **Authorised Work**, such limit on **Insurers'** liability shall apply on an each and every **Claim** basis, and shall be the minimum level of professional indemnity insurance cover required under the Probate Regulations of the **Relevant Institute**;
 - b) For **Insurance Distribution Work**, such limit shall be the minimum level of professional indemnity insurance cover required under the Designated Professional Body Handbook; and
 - c) For the **Insured's Professional Business**, such limit shall be the minimum level of professional indemnity insurance Regulations.
2. The **limit of indemnity** under Indemnity clause 1 is exclusive of **Defence Costs**. Accordingly:
 - a) **Defence Costs** shall be paid by **Insurers** in addition to other payments due under this policy, and regardless of the limit on **Insurers'** liability under Indemnity clause 1; but
 - b) if a payment in **excess** of the amount of indemnity available under this policy has to be made to dispose of any **Claim** against the **Insured**, **Insurers'** liability for **Defence Costs** shall be only that proportion that the **limit of indemnity** available under this policy bears to the total amount which is required to be paid to dispose of such **Claim**.
3. All **Claims** attributable to the same act, error or omission, or series of acts, errors or omissions, consequent upon or attributable to the same original cause or source, will be regarded as one **Claim**.
4. The indemnity afforded under the terms of this Policy is provided jointly to all parties constituting the **Insured** and for all purposes this Policy shall be considered as a joint policy with one **Indemnity Limit**.
5. The indemnity provided under Insuring Clauses 2), 3), and 4) is not additional to and shall not increase the **Indemnity Limit**.

Exclusions Applicable to Section 1

The **Insurer** shall not be liable to indemnify the **Insured** against any **Claim**, loss or liability arising directly or indirectly from or in any way connected to:

1. USA or Canada

any **Claim** arising from **Professional Business** carried out from any office of the **Insured** situated in the United States of America or Canada

2. Proceedings in USA or Canada

any **Claim** which is the subject of proceedings brought in any court of the United States of America or Canada arising from any other **Professional Business** carried out from any office of the **Insured** that is not situated in the United States of America or Canada;

provided that this exclusion shall not apply if there was no reasonable basis for the **Insured** to believe or suspect there was any prospect of such proceedings arising from the **Professional Business** carried out;

where there is cover available under this policy because the proviso has disapplied this Exclusion 2, then (but only to the extent of such cover) the terms of this insurance shall be modified as follows:

- a) **Defence Costs** shall be included within the **Limit of Indemnity**;
- b) the Insurer shall not be liable for punitive or exemplary damages;
- c) the Insurer shall not be liable for seepage, **Pollution** or contamination of any kind;
- d) the Insurer shall not be liable for any violation of:
 - any responsibilities, obligations or duties imposed by the **Employee Retirement Income Security Act 1974** or any amendment thereto;
 - any of the provisions of the Securities Act 1933, the Securities Exchange Act 1934 or any similar federal or state law;
 - the Racketeer Influenced and Corrupt Organisations Act 18 USC Section 1961 et seq and any amendments thereto or any rules or regulations promulgated thereunder

3. Contract of service

any **Claim** by any person in respect of a contract of service that such person is, has been or has made an application to be under with the **Insured**

4. Injury

any **Claim** for death of or bodily **Injury** to or psychological **Injury**, emotional distress or anguish, shock, sickness or disease of any person; provided that this exclusion shall not apply to any **Claim** for psychological **Injury**, emotional distress or anguish or shock which arises from any actual or alleged breach of duty in the performance of (or failure to perform) **Professional Business**

5. Property Damage

any **Claim** for physical loss of or damage to property; provided that this exclusion shall not apply to any **Claim** for loss of or damage to property which arises from any actual or alleged breach of duty in the performance of (or failure to perform) **Professional Business**

6. Land Buildings etc.

any **Claim** arising directly or indirectly from the ownership, possession or use by the **Insured** of land, buildings, aircraft, watercraft, vessels or mechanically propelled vehicles

7. Prior Notified Claims

any **Claim** arising out of any:

- a) **Claim**; or
- b) **Circumstance**

which has been notified under any other policy of insurance attaching prior to the inception of this policy

8. Dishonesty

any **Claim** if the **Insured** seeking indemnity for such **Claim** has committed or condoned any dishonest or fraudulent act or omission that is material to the amounts payable as a result of such **Claim**

provided that:

- a) this exclusion will not take effect unless and until such **Insured** admits to **Insurers** that such **Insured** did commit or condone such dishonest or fraudulent act or omission, or a final and unappealable judgment or adjudication establishes that such **Insured** committed or condoned such dishonest or fraudulent act or omission;
- b) in the event that this exclusion does take effect, then the **Insured** against whom it does so take effect shall reimburse **Insurers** for any **Defence Costs** paid to such **Insured** in relation to such **Claim** prior to the exclusion applying;
- c) any monies which the **Firm** is entitled to retain as a result of the conduct of an **Insured** against whom this exclusion takes effect, which would otherwise have been paid or payable to such **Insured**, shall be deducted from any amount payable under this policy to such **Firm**; and
- d) for the purposes of applying this exclusion, no dishonest or fraudulent act or omission shall be imputed to a body corporate unless it was committed or condoned by, in the case of a company, all **Directors** of that company, or in the case of an LLP, all **Members** of that LLP; or to a Partnership unless it was committed or condoned by all of the **Partners**

9. Trading Losses

any **Claim** arising out of or in connection with any trading losses or trading liabilities incurred by any business managed by or carried on by the **Insured**, but this exclusion shall not apply to any **Claims** made against the **Insured** for negligence in the normal course of their conduct of any receivership or procedures under (as applicable) the Insolvency Act 1986, the Bankruptcy & Diligence (Scotland) Act 2007, the Insolvency (Northern Ireland) Order 1989 or in the Republic of Ireland any receivership or insolvency procedures under the Companies Acts 2014 or the Bankruptcy Act 1988 or any amendment or re-enactment thereof

10. Investments

any **Claim** arising out of the giving of any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments

11. War and Radioactive contamination or explosive nuclear assemblies

any **Claim** directly or indirectly caused by, or contributed to by, or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or from war, invasions, 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

12. Insured vs Insured

any **Claim** by one **Insured** against another **Insured**;

13. Penalty

any **Claim** for any fine or penalty, the multiple part of any damages, exemplary, punitive or aggravated damages;

provided that this exclusion will not apply to:

- a) any **Claim** relating to any actual or alleged defamation arising out of **Professional Business**; and
- b) exclude or limit any indemnity afforded by insuring clause 2;

14. Terrorism

any **Claim** arising from any **Claim** made against an **Insured** directly or indirectly caused by, resulting from or in any way in connection with terrorism. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear;

provided that any such exclusion does not exclude or limit any liability of **Insurers** to indemnify any **Insured** against civil liability or related **Defence Costs** arising from any actual or alleged breach of duty in the performance of (or failure to perform) **Professional Business**

15. Pollution

any **Claim** arising out of or relating directly or indirectly to or in consequence of seepage, **Pollution** or contamination of any kind, save that this exclusion will not apply to any **Claim** which arises from any actual or alleged breach of duty in the performance of (or failure to perform) **Professional Business**;

16. Products

any **Claim** for defect in, lack of fitness of or failure to conform with description of goods sold or supplied by the **Insured** or by any person acting for or on behalf of the **Insured**;

provided that this exclusion shall not apply in connection with the activities of the provision, sale, lease, amendment or adaption by the **Insured** of any computer software, hardware, solution, package or publication.

17. Warranty

any **Claim** arising directly from any liability assumed by the **Insured** under any express warranty or guarantee unless such liability would have attached to the **Insured** notwithstanding such express warranty, or guarantee.

18. Sanctions

any **Claim** to the extent that payment of such **Claim** would expose the **Insurers** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America

19. Retroactive date

any **Claim** arising out of any act or omission prior to any Retroactive Date specified in the **Schedule**, provided always that the Retroactive Date complies with at least the minimum required by the **Professional Indemnity Insurance Regulations**

20. First Party Loss

Relevant First Party Loss caused by, resulting from, or arising out of:

- a) a **Cyber Act**; or
- b) any partial or total unavailability or failure of any **Computer system**;
provided the **Computer system** is owned or controlled by the **Insured** or any other party acting on behalf of the **Insured** in either case; or
- c) the receipt or transmission of malware, malicious code or similar by the **Insured** or any other party acting on behalf of the **Insured**

21. Failure of Service

any **Claim** directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided:

- a) to the **Insured** or any other party acting on behalf of the **Insured** by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the **Insured**;
- b) by any utility provider, but only where such failure or interruption of service impacts a **Computer system** owned or controlled by the **Insured** or any other party acting on behalf of the **Insured**;

provided that this exclusion shall not apply to any **Claim** for loss or damage which arises from any actual or alleged breach of duty in the performance of (or failure to perform) **Professional Business**

22. Data Protection

Relevant First Party Loss for breach of **Data Protection Law** in respect of **Data** by the **Insured** or any other party acting on behalf of the **Insured**.

Notification and Claims Conditions – Section 1

1) Claim Notification

1. The **Insured** shall give to **Insurers** notice in writing as soon as reasonably practicable of:
 - a) any **Claim**; or
 - b) the discovery during the **Period of Insurance** of reasonable cause for suspicion of dishonesty or fraud on the part of any former or present Partner, **Director, Member, employee**, consultant, sub-contractor or **Alternate** of the **Firm(s)**, whether giving rise to a **Claim** under this policy or not.
2. If during the **Period of Insurance** the **Insured** becomes aware of any **circumstance** which may give rise to a **Claim**, the **Insured** shall give notice in writing of such **circumstance** to **Insurers** as soon as reasonably practicable. However, such notice shall in no event be given any later than the last day of the **Period of Insurance**.
3. Cover under this policy shall be extended to a **Claim** against the **Insured** that is made after expiry of the **Period of Insurance** if that **Claim** arises from a **circumstance** notified under claims notification 1.2 above or from a notification under claims notification 1.1b above, but only if the **Insured** complied with the requirements of such clause/s (and subject in any event to all other provisions of this policy). Any dispute about such compliance shall be resolved in accordance with general condition 1.
4. Notifications made pursuant to clause 1.1 above should be addressed to

Kennedys Claims Handling Team
c/o Moorhouse Group
Kennedys Law LLP
20 Fenchurch St
London
EC3M 3BY
Telephone: 02920 849586
Email: moorhouseclaims@kennedyslaw.com

2) Conduct of Claims

The **Insured** shall:

- a) not admit liability for, or settle, any **Claim** without the written consent of **Insurers** (such consent not to be unreasonably withheld or unreasonably delayed); and
- b) not incur any **Defence Costs** without the written consent of **Insurers** (such consent not to be unreasonably withheld or unreasonably delayed).

Insurers shall be entitled at their own expense at any time to take over and conduct in the name of the **Insured** the defence, investigation or settlement of any **Claim** and to conduct an investigation into **Circumstances** notified to the Insurer and to receive at all times the full co-operation of the **Insured** for this purpose. The **Insured** shall be entitled to any and all information and/or documentation regarding the defence, investigation or settlement of any **Claim** and/or the investigation into any **Circumstances** as they may reasonably request from **Insurers**.

Where evidenced by the **Insured**, compliance by the **Insured** with any rules, requirements, directions or guidance of any Ombudsmen, regulator, law enforcement agency or other official body having authority in respect of the **Insured**, or generally any rule or requirement of law, will not constitute a breach of any clause of this policy.

Section 2 – General Liability Insurance

General Conditions Applicable to Section 2

1. Policy construction and disputes

- d) Any phrase or word in this Policy and the **Schedule** will be interpreted in accordance with the laws of England and Wales. The Policy and the **Schedule** shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the **Schedule** shall bear such specific meaning wherever it may appear.
- e) Any dispute concerning the interpretation of the terms, Conditions or Exclusions contained herein is understood and agreed by both the **Insured** and the **Insurer** to be subject to the laws of England and Wales.
- f) Each party agrees to refer any such dispute to a mediator to be agreed between the **Insured** and the **Insurer** 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.
- g) If any such dispute is not resolved by mediation or the **Insured** and the **Insurer** 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 shall be determined in accordance with the law and practice of such court
- h) The **Insured** and the **Insurer** 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.

2. Fraudulent Claims

- a) If the **Insured** shall make any **Claim** knowing the same to be fraudulent or false as regards the amount or otherwise (including the provision of false or fraudulent **Documents** or statements) then the **Insurer** will:
 - I. refuse to pay the whole of the **Claim**; and
 - II. recover from the **Insured** any sums that it has already paid in respect of the **Claim**.
- b) The **Insurer** may also notify the **Insured** that it will be treating (all sections of) this policy as having terminated with effect from the date of the earliest of any of the fraudulent act. In that event the **Insured** will:
 - I. have no cover under the Policy from the date of termination; and
 - II. not be entitled to any refund of premium

3. Contracts (Rights of Third Parties) Act 1999

The **Insured** and the **Insurer** 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.

4. Cancellation

This Policy may be cancelled by or on behalf of the **Insurer** by thirty days notice given in writing to the **Insured**

5. 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.

6. Notices

Save as specifically set out in the Notification Conditions, notice shall be deemed to be duly given if sent by pre-paid letter by post properly addressed to:

- a) in the case of the **Insured**, either to the **Insured's** last known address or the last known address of the **Insured's** broker;
- b) in the case of the **Insurer**, to Accelerant Insurance Europe SA/NV [add address]

7. Reasonable steps to avoid loss

Without prejudice to the Notification and **Claims** Conditions in this Policy, the **Insured** shall take all reasonable steps to avoid or mitigate any loss, damage or liability that may result in any **Claim** or **Circumstance** notifiable under this Policy.

8. Premium payment clause

- a) If the premium due under this Policy has not been so paid to **Insurers** by the 60th day from the inception of this Policy, (and, in respect of instalment premiums, by the date they are due), **Insurers** shall have the right to cancel this Policy by notifying the **Insured** via their broker in writing. In the event of cancellation, premium is due to **Insurers** on a pro rata basis for the period that **Insurers** are on risk but the full policy premium shall be payable to **Insurers** in the event of a loss or occurrence prior to the date of termination which gives rise to a valid **Claim** under this Policy.
- b) It is agreed that **Insurers** shall give not less than 15 days prior notice of cancellation to the **Insured** via their
- c) broker. If premium due is paid in full to **Insurers** before the notice period expires, notice of cancellation shall automatically be revoked. If not, this Policy shall automatically terminate at the end of the notice period.
- d) If any provision of this clause is found by any court or administrative body of competent **Jurisdiction** to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

9. Assignment

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

10. Change of control

In the event that the **Insured** merges into or consolidates with or sells all or substantially all of its 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 the **Insured** by a third party (whether a company, corporation or any other legal entity or person) the **Insured** shall give written notice of such event prior to its execution. Upon receipt of such notice, the **Insurers** may at their absolute discretion agree to 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 10 – Change of control, the cover provided by this policy of insurance shall cease with immediate effect at the date of the change of control.

For the avoidance of doubt, the **Insured** shall not be entitled to an indemnity in respect of any **Claims** made under Section 1 of this policy of insurance where notification of the **Claim** occurs after a change in control (as referred to in this General Condition 10 – Change of control) where the change of control was not reported to **Insurers** and approved in accordance with this General Condition 10.

11. Duty Of Fair Presentation

The **Insured** has an obligation to provide to the **Insurer** a **Fair Presentation** in the Proposal. The **Insurer**, in consideration of the full payment of the Premium, agrees to indemnify the **Insured** to the extent and in the manner hereinafter provided, subject to the terms, conditions, exclusions and limitations of this policy.

12. Change in Risk

The **Insured** shall give notice, as soon as reasonably practicable, of any fact or event which materially affects the risks **Insured** by this Policy.

13. Governing Law

- a) Any dispute or disagreement between the **Insured** and the **Insurer** arising out of or in connection with this policy shall be referred to arbitration before a sole arbitrator (to be mutually agreed upon by the **Insured** and the **Insurer** or failing agreement to be appointed by the Chairman for the time being of the Bar Council) whose decision shall be final and binding on both parties.
- b) Furthermore, in the event of any dispute between any **Insurer** concerning this policy such dispute shall be referred to arbitration before a sole arbitrator (to be mutually agreed upon or failing agreement to be appointed by the Chairman for the time being of the Bar Council) whose decision shall be final and binding on both parties.
- c) This Policy shall be governed by and construed in accordance with the laws of England and Wales/Scotland/Northern Ireland/Channel Islands/Isle of Man as applicable.

Insuring Clauses Applicable to Section 2

1. Employers' Liability

The **Insurer** will indemnify the **Insured** against their legal liability to pay damages and **Claimant's** costs and expenses for accidental **Injury** to **Employees** first occurring during the **Period of insurance** in connection with the **Insured's Professional Business**.

The indemnity granted by this Section is deemed to be in accordance with the provisions of any law relating to compulsory insurance of liability to **Employees** in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey, the Island of Alderney and **Offshore** installations in territorial waters around Great Britain and its Continental Shelf but the **Insured** shall repay to the **Insurer** all sums paid by the **Insurer** which the **Insurer** would not have been liable to pay but for the provisions of such law, ordinance or statute

2. Public Liability

The **Insurer** will indemnify the **Insured** against their legal liability to pay damages and **Claimant's** costs and expenses for accidental **Injury** and **Property Damage** first occurring during the **Period of insurance** in connection with the **Insured's Professional Business**.

3. Products

The **Insurer** will indemnify the **Insured** against their legal liability to pay damages and **Claimant's** costs and expenses for accidental **Injury** and **Property Damage** first occurring during the **Period of insurance** caused by a **Product** in connection with the **Insured's Professional Business**.

4. Pollution Liability

The **Insurer** will indemnify the **Insured** against their legal liability to pay damages and **Claimant's** costs and expenses for accidental **Injury** and **Property Damage** first occurring during the **Period of insurance** caused by **Pollution** in connection with the **Insured's Professional Business**.

5. Defence Costs and expenses

The **Insurer** will pay **Defence Costs** in addition to any indemnity under Insuring Clauses 1, 2, 3 and 4.

Extensions Applicable to Section 2

1. Principals

Where the **Insured** so requests the **Insurer** agrees to indemnify any Principal of the **Insured** but only to the extent that such liability arises solely out of the work performed for the Principal by or on behalf of the **Insured's Professional Business Services** and such Principal shall be subject to and comply with the terms, Conditions and Exclusions herein and this clause shall in no way operate to increase the **Indemnity Limits** as stated in the **Schedule**.

2. Indemnity to others

At the request of the **Insured** the indemnity granted extends to:

- a) any party who enters into an agreement with the **Insured** for any purposes of the **Professional Business** but only to the extent required by such agreement to grant such indemnity and subject always to Exclusion 3.c) to Section 2B and Exclusion 3. to Sections 2B, C and D;
- b) officials of the **Insured** in their business capacity arising out of the performance of the
- c) **Professional Business** and/or in their private capacity arising out of their temporary engagement of the **Insured's Employees**;
- d) any person or **Firm** arising out of the performance of a contract with the **Insured** constituting the provision of labour only;
- e) the officers, committee and **Members** of the **Insured's** canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacity as such;
- f) the personal representatives of any person indemnified by reason of this Extension in respect of liability incurred by such person;

provided always that all such persons or parties shall observe fulfil and be subject to the terms, Conditions and Exclusions of this Policy as though they were the **Insured**

3. Cross Liabilities

Each person or party specified as the **Insured** in the **Schedule** is separately indemnified in respect of **Claims** made against any of them by any other subject to **Insurer's** total liability not exceeding the stated **Indemnity Limits**.

4. Unsatisfied court judgements (applicable only to section 2A)

The **Insurer** at the request of the **Insured** will pay to the **Employee** or the personal representatives of the **Employee** the amount of any damages and awarded costs to the extent that they remain unsatisfied in whole or in part six months after the date of a judgment being obtained within any court in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man:

- a) by any **Employee** or the personal representatives of any **Employee** in respect of **Injury** sustained by the **Employee** arising out of and in the course of their employment by the **Insured** in the **Professional Business** and caused during the **Period of insurance**; and
- b) against any company or individual operating from premises within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man;
provided always that:
 - I. there is no appeal outstanding against such judgment; and
 - II. if any payment is made under the terms of this Extension the **Employee** or the personal representatives of the **Employee** shall assign the benefits of such judgment to the **Insurer**.

The liability of the **Insurer** for all amounts payable under this Extension relating to any **Claimant** or number of **Claimants** in respect of an occurrence or series of occurrences arising out of one originating cause shall not exceed the **Indemnity Limit** stated in the **Schedule** against section 2A.

5. Compensation for court attendance

In the event of any of the persons stated below attending court as a witness at the request of the **Insurer** in connection with a **Claim** in respect of which the **Insured** is entitled to indemnity under these sections the **Insurer** will provide compensation to the **Insured** at the following rates per day for each day on which attendance is required:

- a) any **Director** or **Partner** of the **Insured**: GBP 250;
- b) any **Employee** of the **Insured**: GBP100

Indemnity Limits Applicable to Section 2

1. The indemnity applies only to such liability as defined by each Insuring Clause.
2. **Defence Costs** will be payable in addition to the **Indemnity Limits** unless this Policy is specifically endorsed to the contrary.
3. In the event of any one originating cause giving rise to an occurrence or series of occurrences which form the subject of indemnity by more than one Insuring Clause, each Insuring Clause shall apply separately and be subject to its own separate **Indemnity Limit** provided always that the total amount of the **Insurer's** liability shall be limited to the greatest **Indemnity Limit** available.
4. The **Insurer's** liability to pay damages and **Claimant's** costs and expenses under Insuring Clause 1 shall not exceed the sum stated in the **Schedule** against Insuring Clause 1 in respect of any one occurrence or series of occurrences arising out of one originating cause.
5. In respect of Insuring Clauses 2, 3 and 4:
 - a. the **Insurer's** liability to pay damages and **Claimant's** costs and expenses shall not exceed the sum stated in the **Schedule** against each Insuring Clause in respect of any one occurrence or series of occurrences arising out of one originating cause but under Insuring Clauses 3 and 4 the **Indemnity Limits** represent the **Insurer's** total liability in respect of all occurrences.
 - b. The **Indemnity Limit** shall apply in addition to the **Excess**

Exclusions Applicable to Section 2

The **Insurer** shall not be liable to indemnify the **Insured** against any **Claim**, loss or liability arising directly or indirectly from or in any way connected to:

1. Demolition and other particular work

- a) any work of demolition except demolition solely undertaken with hand held tools and of structures not exceeding 5 metres in height by **Employees** in the direct service of the **Insured** when such work forms an ancillary part of a contract for construction, alteration or repair carried out by the **Insured**;
- b) the construction, alteration or repair of bridges, towers, steeples, chimney shafts, blast furnaces, viaducts, mines, dams or transport tunnels;
- c) pile driving, tunnelling or quarrying;
- d) the use of explosives for any purpose;
- e) excavations below 3 metres in depth;
- f) any work carried out at a height in **Excess** of 15 metre;
- g) ship repair/ship breaking and/or work on vessels or aircraft;

2. Radiation and toxic damage

- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof but as far as concerns Section 2A this Exclusion will only apply where such legal liability is:
 - I. that of any principal;
 - II. accepted under agreement and would not have attached in the absence of such agreement.

3. Other insurance

Loss or liability which forms the subject of insurance by any other Policy and this Policy shall not be drawn into contribution with such other insurance;

4. Cyber

- a) The failure of any **Computer system** or other electronic or of any program, instruction or **Data** for use in any **Computer system** or other electronic processing device, equipment or system to function in the way expected or intended; or
- b) **Computer Viruses**;
- c) **Security Breaches**;
- d) **Cyber Extortion**;
- e) **Cyber Terrorism**;
- f) loss or damage of or to computer software or computer hardware or any **Digital Assets**; or
- g) a **Denial of Service Attack**.

5. Sanctions

no **insurer** shall be deemed to provide cover and no **insurer** shall be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose that **insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulation of the European Union, United Kingdom or United States of America

6. Nuclear

Nuclear Energy Risks whether such risks are written directly and / or by way of insurance and / or via Pools and / or Associations.

For all purposes of this policy Nuclear Energy Risks shall mean all first party and / or third party insurances (other than Workers' Compensation and Employers' Liability) in respect of:

- I. All Property on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- II. All Property, on any site (including but not limited to the sites referred to in (I) above) used or having been used for:
 - a. the generation of nuclear energy or
 - b. the Production, Use or Storage of Nuclear Material.
- III. Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and / or Association but only to the extent of the requirements of that local Pool and / or Association.
- IV. The supply of goods and **Services** to any of the sites, described in (I) to (III), above unless such insurances shall exclude the perils of irradiation and contamination by Nuclear Material

Except as undernoted, Nuclear Energy Risks shall not include:

- I. Any insurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in (I) to (III) above (including contractors' plant and equipment).
- II. any Machinery Breakdown or other Engineering insurance or insurance not coming within the scope of (i) above.

Provided always that such insurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- 1) The provision of any insurance whatsoever in respect of:
 - a) Nuclear Material,
 - b) any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or - for reactor installations - as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and / or Association.
- 2) The provision of any insurance or for the under noted perils:
 - fire, lightning, explosion,
 - earthquake,
 - aircraft and other aerial devices or articles dropped there from,
 - irradiation and radioactive contamination,
 - any other peril **Insured** by the relevant local Nuclear Insurance Pool and / or Association,

in respect of any other Property not specified in (1) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property

Definitions

"Nuclear Material" means:

- I. nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material, and

II. Radioactive Products or Waste.

"Radioactive Products or Waste" means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

"Nuclear Installation" means:

- I. any Nuclear Reactor,
- II. any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel, and
- III. facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

"Nuclear Reactor" means:

any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.

"Production, Use or Storage of Nuclear Material" means:

the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

"Property" means:

all land, buildings, structures, plant, equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

"High Radioactivity Zone or Area" means:

- I. for nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store, and
- II. for non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

7. Electronic Data Processing Media

any costs for recreating **Electronic Data**. Should **Electronic Data** processing media **Insured** by this policy suffer physical loss or damage **Insured** by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **Electronic Data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However the **insurer** shall not be liable to indemnify the **Insured** against any **Claim**, loss or liability arising directly or indirectly from or in any way connected to any amount pertaining to the value of such **Electronic Data** to the **Insured** or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.

Exclusions applicable to Insuring Clause 1 – Employers' Liability

The **Insurer** shall not be liable to indemnify the **Insured** against any **Claim**, loss or liability arising directly or indirectly from or in any way connected to:

1. Compulsory Motor insurance liability

any liability for which compulsory motor insurance or security is required under the Road Traffic Act 1988 as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992 and the Road Traffic (Northern Ireland) Order 1981 as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993 or any other Compulsory Road Traffic Legislation.

2. Medical and other expenses

medical costs and expenses incurred by the **Insured** and/or any **Employee** of the **Insured**
repatriation costs and expenses incurred by the **Insured** and/or any **Employee** of the **Insured** who is injured outside Great Britain Northern Ireland the Channel Islands or the Isle of Man

Exclusions applicable to Insuring Clause 2 – Public Liability

The **Insurer** shall not be liable to indemnify the **Insured** against any **Claim**, loss or liability arising directly or indirectly from or in any way connected to:

1. Vehicles

ownership, possession or use of any mechanically propelled vehicle where a Certificate of Motor Insurance or surety is required under any Road Traffic Act or similar legislation other than:

- a) vehicles designed primarily to operate as tools of trade (which term shall be deemed to include any plant primarily designed to operate on or about a contract site);
- b) other vehicles brought on to site for use on site.

This exclusion shall not apply in respect of the use of vehicles belonging to **Employees** or third parties in connection with the **Professional Business** unless indemnity is provided:

- I. to any **Employee**;
- II. to third parties;
- III. to the **Insured** under any other insurance;
- IV. in respect of loss of or damage to any vehicle of any **Employee** or third party to whom the indemnity is provided or any property conveyed therein or thereon.

2. aircrafts and watercrafts

arising out of the ownership, possession or use by or on behalf of the **Insured** of any aircraft, watercraft or hovercraft (other than watercraft not exceeding 15 metres in length and then only whilst on inland waterways);

3. the Insured's property

for damage to property owned, leased or hired by or under hire purchase or on loan to the **Insured** or otherwise in the **Insured's** care, custody or control other than:

Exclusions applicable to Insuring Clause 3 – Products Liability

The **Insurer** shall not be liable to indemnify the **Insured** against any **Claim**, loss or liability arising directly or indirectly from or in any way connected to:

1. Damage to the Insured's product

damage to any **Product** or part thereof;

2. Repairs and replacements

for costs incurred in the repair, reconditioning or replacement of any **Product** or part thereof and/or any financial loss consequent upon the necessity for such repair, reconditioning or replacement

3. Recall

the recall of any **Product** or part thereof;

4. Incorporation of product in aircraft

any **Product** which with the **Insured's** knowledge is intended for incorporation into the structure, machinery or controls of any aircraft except where specifically stated to be included in the **Professional Business**;

5. Incorporation of product in marine equipment

any **Product** which is intended for incorporation into any marine equipment upon which the navigation or safety of a waterborne vessel depends except where specifically stated in the **Professional Business**;

6. Use in motor vehicle

any **Product** which is intended for use in a motor vehicle except where especially stated to be included in the **Professional Business**;

7. Use in railways

any **Product** which is intended for use in connection with railways or tramways except where especially stated to be included in the **Professional Business**.

Exclusions applicable to Insuring Clause 4 – Pollution Liability

The **Insurer** shall not be liable to indemnify the **Insured** against any **Claim**, loss or liability arising directly or indirectly from or in any way connected to:

1. The Insured's premises

- a) damage to premises presently or at any time previously owned or tenanted by the **Insured**;
- b) damage to land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the **Insured** or otherwise in the **Insured's** care custody or control.

Exclusions applicable to Insuring Clauses 2, 3 and 4 – Public, Products and Pollution Liability

The **Insurer** shall not be liable to indemnify the **Insured** against any **Claim**, loss or liability arising directly or indirectly from or in any way connected to:

1. Employees

Injury to any **Employee**;

2. Deliberate disregard of risk

the deliberate, conscious or intentional disregard by the **Insured's** technical or administrative management of the need to take all reasonable steps to prevent **Injury** or damage;

3. Liquidated damages and penalties

liquidated damages clauses, penalty clauses or performance warranties until proven that liability would have attached in the absence of such clauses or warranties;

4. Asbestos

any actual or alleged liability whatsoever for any **Claim** or **Claims** in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos or any materials containing asbestos in whatever form or quantity.;

5. The Excess

an amount less than the **Excess**. The **Excess** shall be deducted from each and every **Claim** paid under the Policy;

6. Computer software

the design, sale or supply of computer software (which shall not include the media or its packaging on which such software is stored);

7. Professional Services

advice, design, specification, formula or other breach of professional duty by the **Insured**.

8. War

war, invasion, acts of foreign enemies, hostiles (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.

9. Terrorism

act of terrorism, including but not limited to, **Claims** arising out of or in connection with biological, chemical, radiological or nuclear **Pollution** or contamination regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the **Insurers** allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Reassured.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

10. PFAS (Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances)

1. any bodily **Injury, Property Damage**, personal and advertising **Injury**, liability, damage, compensation, sickness, disease, death, medical payment, defence cost, cost, expense, or any other amount, irrespective of any other contributing cause, associated with **PFAS**.
2. any loss, cost, or expense from **Claims**, litigation, disputes, arbitration, investigations, or other legal proceedings relating to:
 - a. Exposure to, presence of, or contact with **PFAS**-containing materials.
 - b. Any activities involving **PFAS**, including but not limited to manufacturing, use, sale, installation, distribution, handling, or disposal.
 - c. Testing, clean-up, remediation, or any other assessment or response to **PFAS** presence or effects.
 - d. Failure to report or adequately warn about the effects or presence of **PFAS**.

If the **Insurer** alleges that by reason of this exclusion, any loss is not covered by this insurance, the burden of proving the contrary shall be upon the **Insured**.

11. Covid-19 / Infectious Disease

- a) Corona**Viruses**; and
- b) Corona**Virus** disease (COVID-19); and
- c) Severe acute respiratory syndrome corona**Virus** 2 (SARS-CoV-2); and
- d) any mutation of or variation of a, b, or c above; and
- e) any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f) any fear or anticipation of a, b, c, d, or e above

12. Damage to computer programs and Data

loss, damage, deterioration of or corruption (whether permanent or temporary) to computer programs or **Electronic Data** including consequential or pure financial loss;

13. Airports

work on any part of any aerodrome or airport provided for take off or landing of aircraft or the movement of aircraft or parking of aircraft including associated surface roads and ground equipment parking areas.

Notification and Claims Conditions – Section 2

Conditions 1,2, 3 and 4 below are conditions precedent to the **Insured's** right to be indemnified under Section 2 of this Policy.

1. The **Insured** shall give written notice to the **Insurer** as soon as reasonably practicable of any occurrence that may give rise to a **Claim** under this Policy and shall give all such additional information as the **Insurer** may require. Every letter of **Claim**, writ, summons or process and all **Documents** relating thereto and any other written notification of **Claim** shall be forwarded unanswered to the **Insurer** immediately they are received.

All **Claims** and enquiries should be addressed to:

Kennedys Claims Handling Team
c/o Moorhouse Group
Kennedys Law LLP
20 Fenchurch St
London
EC3M 3BY
Telephone: 02920 849586
Email: moorhouseclaims@kennedyslaw.com

The **Insured** shall at all times, in addition to their obligations set out above, afford such information to and co-operate with the **Insurer** or their appointed agents to allow the **Insurer** to be able to comply with such relevant procedure as may apply.

2. No admission, offer, promise or payment shall be made or given by or on behalf of the **Insured** without the written consent of the **Insurer** who shall be entitled to take over and conduct in the name of the **Insured** the defence or settlement of any **Claim** or to prosecute in the name of the **Insured** for their own benefit any **Claim** for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any **Claim** and the **Insured** shall give all such information and assistance as the **Insurer** may reasonably require.
3. The **Insured** shall give notice, as soon as reasonably practicable, of any fact or event which materially affects the risks **Insured** by this Policy.
4. Where the premium is provisionally based on the **Insured's** estimates the **Insured** shall keep accurate records and after expiry of the **Period of insurance** declare as soon as possible such details as the **Insurer** requires. The premium shall then be adjusted and any difference paid by or allowed to the **Insured** as the case may be subject to any minimum premium that may apply. Where such estimates include remuneration to **Employees** the required declaration shall also include remuneration to persons engaged by the **Insured** to perform a contract constituting the provision of labour only.
5. The **Insurer** may at any time in connection with any **Claim** made, pay to the **Insured** the **Indemnity Limit** (after deduction of any sums already paid) or any lesser sum for which, in the sole opinion of the **Insurer**, the **Claim** can be settled and upon such payment being made the **Insurer** shall relinquish the conduct and control of and have no further liability in connection with the **Claim**. For the avoidance of doubt, the **Insurer** shall have no liability to pay **Defence Costs** and expenses incurred after the date upon which any such payment is made..
6. Except where the **Indemnity Limit** is inclusive of **Defence Costs** if a payment exceeding the **Indemnity Limit** has to be made to dispose of a **Claim** the liability of the **Insurer** to pay all **Defence Costs** in connection therewith shall be limited to such proportion of the said **Defence Costs** as the **Indemnity Limit** bears to the amount paid to dispose of a **Claim**.

Complaints

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please write and tell us and we will do our best to resolve the problem. If you have any questions or concerns about your policy or the handling of a **Claim** you should in the first instance contact

Compliance Officer

Toledo Insurance Solutions
Barclay House
Pontygwindy Road
Caerphilly
CF83 3HU

Telephone: 02920 849556
Email complaints@ToledoIS.co.uk

The Financial Ombudsman Service (FOS)

Should you be dissatisfied with the outcome of your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial **Services**. Contacting the FOS does not affect your right to take legal action.

The FOS's contact details are as follows:

Financial Ombudsman Service
Exchange Tower
London E14 9SR
Email: complaint.info@financial-Ombudsman.org.uk
Telephone: +44 (0)30 0123 9123
Website: www.financial-Ombudsman.org.uk

The Financial Services Compensation Team

You may be entitled to compensation from the Financial Services Compensation Scheme if Accelerant Insurance Europe SA/NV UK branch is unable to meet its obligations to you under this insurance. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: www.fscs.org.uk

Data Protection Notice

Toledo Insurance Solutions respects your right to privacy. In our Privacy Policy (available at <https://ToledoIS.co.uk/privacy-notice>) we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights. If you have any questions or concerns about our use of your personal information, then please contact via email to compliance@ToledoIS.co.uk or in writing to The **Data** Protection Officer, Toledo Insurance Solutions, Barclay House, 2-3 Sir Alfred Owen Way, Caerphilly, CF83 3HU

We may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. We need the personal information to enter into and perform a contract with you. We retain personal information we collect from you where we have an ongoing legitimate business need to do so (please note that reference to “you” or “your” herein encompasses non-exhaustively “you, your company, **Employees** and / or customers”).

We may disclose your personal information to:

- our **group companies**;
- **third party Services providers and Partners** who provide **Data** processing **Services** to us or who otherwise process personal information for purposes that are described in our Privacy Policy or notified to you when we collect your personal information;
- any **competent law enforcement body, regulatory, government agency, court or other third party** where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your interests or those of any other person;
- a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal information only for the purposes disclosed in our Privacy Policy; or
- any **other person with your consent** to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have **Data protection laws** that are different to the laws of your country. We transfer **Data** within the Toledo Insurance Solutions group of companies by virtue of our Intra Group **Data** Transfer Agreement, which includes Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

You are entitled to know what **Data** is held on you and to make what is referred to as a **Data Subject Access Request (‘DSAR’)**. You are also entitled to request that your **Data** be **corrected** in order that we hold accurate records. In certain **Circumstances**, you have other **Data** protection rights such as that of **requesting deletion, objecting to processing, restricting processing** and in some cases **requesting portability**. Further information on your rights is included in our Privacy Policy.

You can **opt-out of marketing communications** we send you at any time. You can exercise this right by clicking on the “unsubscribe” or “opt-out” link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal information with your consent, then you can **withdraw your consent** at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the **right to complain to a Data protection authority** about our collection and use of your personal information.