



Professional Liability Secondary Intermediaries



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Important Note

It is important to state at the outset that, on entering into this policy, *You* will be deemed to understand and accept all of the terms and conditions contained within it. It is therefore vitally important that *You* read the terms and conditions of this policy in detail and that *You* contact *Your* insurance broker immediately if *You* have any doubts about any of the obligations arising or terminology used.

It is also important to note that this policy is a contract between *You* and the *Insurer*. Victor Insurance are not themselves a party to this insurance contract. Victor Insurance will, however, continue to be involved in dealing with any matters that may arise against this policy (particularly as regards any *Claims* that may arise), and further information on this is provided in Section 3.

Thank you for obtaining *Your* Professional Indemnity insurance cover via Victor Insurance.

Preamble

As part of the process of obtaining this insurance contract, *You* have made a *Proposal* to the *Insurer* and this *Proposal* has been relied upon by the *Insurer* in deciding whether or not to enter into this policy and on what terms, including premium amount.

This policy and any schedule and endorsements should all be read as if they were one document. In the event of any conflict between the various documents, the words used in any endorsements and schedule will override the words used in this policy. Any term that is defined outside of Section 7 will override any contradictory definition that may be contained within Section 7.

Any reference in this policy to the singular will also include the plural and vice versa. Also, any reference to a statute or statutory instrument will include any modifications to (or re-enactment of) them.

This policy will be subject to the law of England and Wales and, on entering into it, *You* agree to submit to the exclusive jurisdiction of the English courts.

Various words and phrases have a standardised meaning within this policy and such words and phrases are italicised throughout this policy and are defined in Section 7. Headings and notes are for information purposes only and are not intended to affect the meaning of this policy.

Important phone numbers

Employment advice helpline

020 7280 8888

victoreah@dwf.co.uk

This number gives *You* access to a complimentary employment advice telephone helpline provided by solicitors, DWF LLP. The service offers advice in relation to all areas of employment law subject to the following:

- a) DWF LLP will provide up to one hour of free legal advice to *You* per month for matters not requiring detailed examination of documentation;
- b) the telephone helpline will be available 9.30am to 5.30pm Monday to Friday (excluding Bank and Public holidays)

For a reduced rate of GBP175 per hour, DWF LLP will provide a review of the Contracts of Employment and Internal Employment Policies and Procedures used by *Your* practice for employees in *Your* own business, including advice as to whether these comply with current employment law.

For a reduced rate of GBP195 per hour, DWF LLP will provide *You* with a legal service for any other employment law related matters, including litigation and other dispute resolution.

Please quote *Your* policy number when *You* call / email.

Section 1

Scope of Cover

Insuring clause

In consideration of the premium that *You* have agreed to pay (as shown in the *Schedule*), the *Insurer* agrees, subject to the terms, conditions and exclusions of this policy to indemnify *You* for any *Claim* first made against *You* and/or any of *Your* present or former *Partners, Directors, Members* or *Employees* or any other person or party acting or having acted for *You* or on *Your* behalf during the *Policy Period* which *You* may become legally liable to pay and which arises out of:

- a) Dishonest acts, errors or omissions;
- b) Negligent acts, errors or omissions;
- c) Infringement of intellectual property rights including copyright, patent, trademark or moral rights or any act of passing-off; and/or
- d) Defamation, libel or slander

in the exercise and conduct of *Your Professional Business*.

Limit of liability

The *Insurer's* total aggregate liability under this policy in respect of all *Claims* (excluding *Defence Costs*) shall not exceed the *Limit of Indemnity*.

In the event of any reduction in the *Limit of Indemnity* on account of any *Claim*, the *Limit of Indemnity* shall be automatically reinstated subject to the *Insurer's* liability for any one *Claim* not exceeding the *Limit of Indemnity* and the maximum payable under this policy during any *Policy Period* being limited to twice the amount of the *Limit of Indemnity*.

Defence costs in addition

The *Insurer* will also indemnify *You* for *Defence Costs* where such costs have been incurred with the *Insurer's* consent. *Defence Costs* are payable in addition to the *Limit of Indemnity*.

In the event that a settlement of a *Claim* is made with any party in excess of the amount of the *Limit of Indemnity*, the *Insurer's* liability in respect of *Defence Costs* shall be reduced to the proportion that the *Limit of Indemnity* bears to the amount at which the settlement is made.

Section 2

Extensions

Subject to the terms and conditions elsewhere in this policy, the following extensions are given:

Court attendance

Subject to prior written consent having been obtained, the *Insurer* will compensate *You* in the event that the *Insurer* or their solicitors require *You* or any other relevant party (not including expert witnesses) to attend court or any arbitration or adjudication hearing as a witness of fact or in connection with a *Claim* made against *You* or any of *Your* present or former *Partners, Directors, Members* or *Employees* during the *Policy Period* at the following rates for each day or part day on which attendance is required:

- a) Any of *Your Partners, Directors* or *Members* – GBP500
- b) Any of *Your Employees* – GBP250
- c) Any other relevant party – up to GBP500

The *Insurer's* liability under this extension is limited to GBP50,000 each claim.

This extension is not subject to an *Excess*.

Inadvertent failure to make a *Fair Presentation* before policy commenced

In order to take advantage of this particular extension, *You* must establish to the *Insurer's* satisfaction that the event(s) referred to in a) to d) below were innocent and free of any fraudulent conduct or intent to deceive.

Subject to what appears above and in addition to the *Insurer's* obligations under the Insurance Act 2015, the *Insurer* will not exercise its right to avoid this policy or avoid any *Claim* where, before the start of the *Policy Period*, there was (or it is asserted that there was):

- a) A failure to disclose (or a misrepresentation of) material facts to the *Insurer*, and/or
- b) Provision of incorrect particulars or statements to the *Insurer*, and/or
- c) A failure to disclose to the *Insurer* that a *Claim* has been (or is likely to be) made; and/or
- d) A failure to disclose to the *Insurer* that a *Claim* has been (or is likely to be) intimated.

In any case where *You* could have notified matters falling within c) or d) above to a previous insurance policy, if the previous policy had a lower limit of indemnity than the *Limit of Indemnity* under this policy, the *Insurer* will only be liable to indemnify *You* in respect of those matters to the extent of the indemnity that would have been provided under the previous policy.

Where the alleged event in a) to d) above has resulted in prejudice to the handling or settlement of any *Claim* or *Circumstance*, the indemnity afforded by this policy in respect of that *Claim* or *Circumstance* (including *Defence Costs*) will be reduced to a sum which, in the *Insurer's* reasonable opinion, would have been payable by them if the prejudice had not occurred.

Inadvertent breach of policy conditions after policy has commenced

In order to take advantage of this particular extension, *You* must establish to the *Insurer's* satisfaction that the event(s) referred to in a) to d) below were innocent and free of any fraudulent conduct or intent to deceive.

Subject to what appears above and in addition to the *Insurer's* obligations under the Insurance Act 2015, the *Insurer* will not exercise its right to avoid this policy or avoid any *Claim* where, during the *Policy Period*, there has been (or it is alleged that there has been):

- a) A breach of any of the conditions contained within Section 3 of this policy (or of any extensions or endorsements attaching to this policy); and/or
- b) A breach of any implied policy conditions (including, but not limited to, the duty to make a *Fair Presentation*); and/or
- c) A misrepresentation of material facts to the *Insurer*; and/or
- d) Provision of incorrect particulars or statements to the *Insurer*.

Where the alleged event in a) to d) above has resulted in prejudice to the handling or settlement of any *Claim* or *Circumstance*, the indemnity afforded by this policy in respect of that *Claim* or *Circumstance* (including *Defence Costs*) will be reduced to a sum which, in the *Insurer's* reasonable opinion, would have been payable by them if the prejudice had not occurred.

Legal defence

For the purposes of this extension *You* shall mean *You* and *Your* present or former *Partners, Directors, Members* or *Employees*

The *Insurer* will indemnify *You* for:

- a) Any award of costs and/or expenses against *You* at any proceedings before any court, tribunal or enquiry having the like power to compel attendance of witnesses at which *You*, in the opinion of the *Insurer*, should be represented (whether because of any conduct which might give rise (or has given rise) to a *Claim* against *You* under this policy, or by reason of any prejudice which might otherwise be caused to *Your* professional reputation).
- b) All costs and expenses of legal representation that *You* might incur in accordance with a) above and which are not otherwise covered by this policy;

Provided that:

- i) This extension will only indemnify *You* in relation to matters that have been notified to the *Insurer* during the *Policy Period* in accordance with Section 3 below;
- ii) Costs and expenses incurred under b) above are payable in addition to the *Limit of Indemnity*;
- iii) Only those costs and expenses that have been incurred with the consent of the *Insurer* will be payable under this extension;
- iv) The *Insurer* will not be liable to pay any penalty or fine made against *You*;
- v) The *Insurer* will be entitled if it so decides to nominate a solicitor (and, if appropriate, a barrister) of its own choosing to represent *You*;
- vi) The *Insurer's* liability under this extension is limited to GBP250,000 each claim;
- vii) *You* will bear 10% of the total amount payable under this extension or GBP500 (whichever is the greater) in respect of each claim;
- viii) Save as provided in vii) above, this extension is not subject to an *Excess*.

Loss of documents

Subject to prior written consent having been obtained, the *Insurer* will compensate *You* for any reasonable and necessary costs and expenses that are incurred by *You* in replacing, restoring or reconstituting any *Document* which suffers either physical loss or damage during the *Policy Period*, provided that the *Document* either belongs to *You* or is in *Your* care, custody or control or is one for which *You* are responsible. However, excluded from this extension is any loss of or damage to *Documents* arising directly or indirectly from the transmission or impact of any virus or unauthorised access to a system.

The *Insurer's* liability under this extension is limited to the *Limit of Indemnity*.

This extension is not subject to an *Excess*.

Mitigation

Subject to prior written consent having been obtained, the *Insurer* will compensate *You* for any reasonable costs and expenses that are incurred by *You* seeking to mitigate, minimise or avert a *Claim* but only if it is agreed that these costs and expenses are less than the amount of a potential *Claim*.

The *Insurer's* liability under this extension is limited to the *Limit of Indemnity*.

Ombudsman awards

Subject to prior written consent having been obtained, the *Insurer* will compensate *You* for:

- a) All sums payable; and
- b) The cost of taking such steps as *You* are directed to take

in respect of any award or determination of an official Ombudsman body against *You*, provided that the matter is duly notified to the *Insurer* as a *Claim* in accordance with the provisions of Section 3 below.

Section 3

Dealing with Claims

Part 1 - Notification

Claims

You must give written notice to the *Insurer* of any *Claim* that is made against You or any of Your present or former *Partners, Directors, Members or Employees* as soon as practicable but in any event within the *Policy Period*. All notifications must be in writing to:

Victor Insurance Claims Department
20 Fenchurch Street
London
EC3M 3AG

or by email to victorclaims@victorinsurance.uk.com or fax to 020 7280 8899

Notice to the *Insurer* under this policy will be deemed to have been properly made if received in writing by Victor Insurance and the date of posting/fax/email will constitute the date that notice was given under this policy.

Notwithstanding the above, as a condition precedent to Your rights under this policy You must give immediate notice to the *Insurer* in writing as soon as You become aware that the Financial Ombudsman Service is reviewing a case directly affecting You

Circumstances

You must give written notice to the *Insurer* of any *Circumstance* as soon as practicable but in any event within the *Policy Period*. All notifications must be in writing to the address/fax number provided in the "Claims notifications" section above.

All notifications must include at least the following:

- a) A statement that it is intended to serve as a notice of a *Circumstance* of which You have become aware which may give rise to a *Claim* against You;
- b) The reasons for anticipating that a *Claim* may be made against You (including full particulars as to the nature and date(s) of the alleged *Wrongful Act(s)*);
- c) The identity of any potential claimant(s);
- d) The identity of the present or former *Partner, Director, Member or Employee* (or such other person or party acting or having acted for You or on Your behalf) involved in the *Circumstance*; and
- e) The date on which (and manner in which) You first became aware of the *Circumstance*.

Provided that notice has been given in accordance with the requirements of this Section, any later *Claim* made against You that arises out of the *Circumstance* that has been notified will be deemed to have been made at the date when the *Circumstance* was notified in accordance with the procedure above.

Part 2 – Special conditions relating to the handling of Claims/Circumstances

Allocation

Victor Insurance is a trading name of Marsh Ltd. Registered in England and Wales Number: 1507274, Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU. Marsh Ltd is authorised and regulated by the Financial Conduct Authority.

In the event that any *Claim* involves both covered matters and matters or persons not covered under this policy, a fair and proper allocation of any *Defence Costs*, *Damages* or settlements shall be made between *You* and the *Insurer*, taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

Contesting a claim

You will not be required to contest any legal proceedings unless a Queen's Counsel advises that such proceedings could be contested, with the probability of success. The procedure for appointing such Queen's Counsel is set out in Section 4 below under the heading "Disputes".

Consent to settle

Subject to receiving *Your* consent, the *Insurer* may make any settlement it deems expedient of any *Circumstance* or *Claim* against *You* or any of *Your* present or former *Partners*, *Directors*, *Members* or *Employees*.

Where *You* do not consent, the *Insurer* may elect to pay *You* the amount at which the *Insurer* reasonably believes the *Claim* or *Circumstance* ought to be settled (less the *Excess*). Upon such payment being made, *You* may use the payment as *You* see fit, but the *Insurer* will play no further part in the *Claim* or *Circumstance* (whether in relation to paying further *Defence Costs*, paying towards the ultimate settlement or otherwise).

You must not admit or assume any liability towards any claimant, enter into any settlement agreement, or consent to any judgment without the prior consent of the *Insurer*.

Co-operation

You will at *Your* own cost:

- a) Render all reasonable assistance to the *Insurer* and co-operate in the investigation and defence of any *Claim*; and
- b) Use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any *Claim* against *You* or any of *Your* present or former *Partners*, *Directors*, *Members* or *Employees*; and
- c) Give such information and assistance to the *Insurer* as may reasonably be required to enable the *Insurer* to determine its liability under this policy.

Defence

The *Insurer* will be entitled, if it so desires, to take over and conduct in *Your* name the investigation, representation, defence and/or settlement of any *Claim* or *Circumstance* and shall have full discretion in such conduct. In the event that the *Insurer* decides that representation by a solicitor is necessary (such decision to be at the sole discretion of the *Insurer*) then the *Insurer* may select a solicitor of its choosing to provide such legal representation at the *Insurer's* cost.

Financial Conduct Authority

In the event that

- a) The Financial Conduct Authority reject *Your* application for a Part IV permission in respect of *Your* mediation activities of general insurance products this policy shall be cancelled upon the date of notification to *You* of such rejection
- b) The Financial Conduct Authority withdraw *Your* Part IV permission in respect of *Your* mediation activities of general insurance products this policy shall be cancelled upon the date the Financial Conduct Authority communicates such a decision to *You*.

Subrogation



The *Insurer* will be entitled, if it so desires, to pursue in *Your* name legal, arbitration or other proceedings so as to challenge, appeal or amend any decision, direction or award of any court or tribunal against *You* arising from any *Claim* under this policy.

In the event of any payment being made by the *Insurer* under this policy, the *Insurer* shall be subrogated to the extent of such payment to all *Your* rights of recovery and will be entitled to exercise those rights in *Your* name against any third party that it sees fit. You will execute all papers required and will do everything reasonably necessary to secure and preserve *Your* rights of recovery, and will give to the *Insurer* all reasonable assistance in their exercise of those rights, in accordance with the obligations under the heading "Co-operation" above.

The *Insurer* will not exercise its right of subrogation against any of *Your* present or former *Partners, Directors, Members* or *Employees*, save where that person has committed a dishonest or fraudulent act or omission.

Section 4

General Conditions

This policy is subject to the following general conditions:

Alteration to risk

You will give to the *Insurer* written notice as soon as reasonably practicable during the *Policy Period* of any material alteration to the information supplied in the *Proposal*.

Upon receipt of such notice, the *Insurer* will be entitled to continue this policy on such new terms and conditions as it may consider appropriate.

Connected claims

All *Claims* resulting from:

- a) One act, error or omission; or
- b) A series of acts errors or omissions arising out of or attributable to the same originating cause, source or event; or
- c) The acts, errors or omissions of one person or persons acting together or in which such person or persons is/are concerned or implicated

will jointly constitute one *Claim* under this policy, and only one *Excess* will apply in respect of such *Claim*.

Disputes

All disputes which may arise out of or in relation to this policy can, at either *Your* or the *Insurer's* election, be referred to Queen's Counsel practising at the English Bar for determination. The appointment of Queen's Counsel is to be mutually agreed between *You* and the *Insurer*, their decision on the issue(s) in dispute will be final and binding on both the *Insurer* and *You*, and the cost of their involvement will be borne by the *Insurer*.

Excess

Save as stated elsewhere in this policy, the *Insurer* will only ever pay any amount in respect of any *Claim* over and above the amount stated as the *Excess* in the *Schedule*. The *Excess* does not apply to *Defence Costs* and is payable by *You* in respect of each and every *Claim* covered by sections 1 and 2 of this policy.

Fraudulent claims

If *You* make any request for payment in respect of any *Claim* knowing the same to be false or fraudulent, as regards amount or otherwise, this policy will become void and all entitlements to payment in respect of any *Claim* will be forfeited.

Termination

This insurance may only be terminated by or on behalf of the *Insurer*:

- a) by immediate notice given in writing to *You* at *Your* last known address or registered office (if a company) 14 days after the due date for the premium payment if such payment is not made; or
- b) by 30 days' notice given in writing to *You* at *Your* last known address or registered office

(if a company), in which case the premium shall be adjusted on a pro-rata basis. However, if a Claim has been made or a Circumstance notified prior to the termination the *Insurer* will reserve their rights to offer a return premium.

Save as stated above, in the event of termination of this policy by reason of the Financial Conduct Authority Special Condition in Section 2 the premium shall be adjusted on the basis of the *Insurer* receiving or retaining pro rata of the premium for the *Policy Period* up to the date of termination provided such matters have been notified to the *Insurer* during the *Policy Period* in accordance with Section 3 above, unless any *Claim, Circumstance* or Financial Ombudsman Service complaint has been notified to the *Insurer*, in which case the *Insurer* shall be entitled to the entire premium stated in the *Schedule* and no refund will be due to *You*.

Third party rights

No-one other than *You* is entitled to enforce any term of this policy for its own benefit, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

In the event of proceedings being brought by a *Third Party* against the *Insurer* for the enforcement of a term of this policy, the *Insurer* will have available to it all rights of defence and set-off as would have been available if the proceedings had been brought by *You*.

Section 5

Limitations and Exclusions

This policy excludes and does not cover:

Asbestos

any *Claim*, liability, expenses, costs or *Defence Costs* involving asbestos or asbestos containing materials.

Associated company

any liability, expenses, costs or *Defence Costs* that *You* may incur as a result of any action brought or maintained by or on behalf of:

- a) *You* or any of *Your* subsidiaries; or
- b) any firm, partnership or entity in which *You* or any of *Your Partners, Directors* or *Members* has a financial or executive interest,

provided that this exclusion shall not apply to any such liability, expenses, costs or *Defence Costs* that originate from a *Claim* against *You* by a *Third Party*.

Bodily injury, illness, disease, death to/of a third party

any *Claim*, liability, expenses, costs or *Defence Costs* for actual or alleged *Bodily Injury* to any *Third Party*, except that this exclusion shall not apply where the *Claim*, liability, expenses, costs or *Defence Costs* arise from any act, error or omission in the course of *Your Professional Business*.

Breach of company legislation/regulations

any *Claim*, liability, expenses, costs or *Defence Costs* arising out of the breach by *You* or on *Your* behalf of any taxation, competition, restraint of trade or antitrust legislation or regulation.

Directors, officers and trustees

any *Claim*, liability, expenses, costs or *Defence Costs* arising out of or connected with *Your* present or former *Partners, Directors, Members* or *Employees* in their capacities as *Your* directors, officers or trustees.

Distorted computer records

any costs or expenses incurred by *You* as a result of loss or distortion of computer records due to:

- a) The presence of magnetic flux;
- b) Defects in computer tapes;
- c) Wear, tear, vermin or gradual deterioration;
- d) Climatic or atmospheric conditions or extremes of temperature unless recoverable under a standard fire certificate;
- e) Use or processing whilst mounted in or on any machine unless as a result of loss of or damage to the machine itself.

Employers' liability

any *Claim*, liability, expenses, costs or *Defence Costs* arising from any liability *You* may suffer towards any of *Your* present, former or prospective *Partners, Directors, Members* or *Employees* in respect of *Bodily Injury*, employment-related libel, slander, humiliation or defamation, unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, harassment, discrimination or like conduct.

Excess

the amount of the *Excess* stated in the *Schedule*. The *Excess* does not apply to *Defence Costs*.

Fines and penalties

any fines, penalties or punitive, multiple or exemplary damages awarded against *You*.

Fraud or dishonesty

any

- a) *Partner, Director, Member, Employee* or any other person or party acting or having acted for *You* or on *Your* behalf committing, condoning or contributing to any dishonest or fraudulent act or omission; and
- b) Dishonest or fraudulent acts or omissions committed by any person after discovery by *You* of such person's fraud or dishonesty or of reasonable cause for suspicion by *You* of fraud or dishonesty on the part of such person.

Provided that: if the *Insurer* so requests *You* shall take all reasonable steps to effect recovery from the person committing or condoning such dishonest or fraudulent act or omission or from the legal representatives of such person and any monies recovered following such action shall be deducted from any amount payable under this policy.

Geographical limits

any

- a) Legal proceedings brought outside the *Jurisdiction* (or brought within the *Jurisdiction* to enforce a judgment or order made outside the *Jurisdiction*); and
- b) Any act, error, or omission occurring outside the *Territorial Limits*.

Guarantees and warranties

any *Claim*, liability, expenses, costs or *Defence Costs* arising directly or indirectly from any guarantee, warranty, penalty clause or liquidated damages clause unless the liability would have attached to *You* in the absence of such express warranty, guarantee or clause.

Insolvency

any *Claim*, liability, expenses, costs or *Defence Costs* arising out of, based upon or attributable to *Your* insolvency, liquidation, administration or receivership or any insolvency, receivership, bankruptcy, liquidation or financial liability of any insurance company, reinsurance company underwriter, syndicate, agent, broker or intermediary, benefit plan, self-insurance plan, insurance plan, insurance pool or risk retention group with whom, or through whom, insurance cover has been placed or obtained.

Investigation accepted by an ombudsman for review

any expenses, costs or *Defence Costs* associated with the investigation, conduct or settlement of any case(s) accepted by an ombudsman for review in his position as ombudsman.

Investment or financial advice or provision of finance

any *Claim*, liability, expenses, costs or *Defence Costs* directly or indirectly arising out of, or in any way involving the provision of financial or investment advice, or *Your* failure to provide finance.

Libel or slander

any *Claim*, liability, expenses, costs or *Defence Costs* arising from personal spite or ill will towards any claimant.

Limit of indemnity

any liability for any one *Claim* (including *Defence Costs*) in excess of the *Limit of Indemnity* stated in the *Schedule*.

Non regulated activities

any *Claim*, liability, expenses, costs or *Defence Costs* arising from activities not regulated by the Financial Conduct Authority.

Nuclear risks

any *Claim*, liability, expenses, costs or *Defence Costs* directly or indirectly attributable to, caused or contributed to by:

- 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.

Other insurance

any *Claim*, liability, expenses, costs or *Defence Costs* where *You* are entitled to indemnity under any other policy.

Pensions / employee benefits

any *Claim*, liability, expenses, costs or *Defence Costs* arising out of *Your* liability (or the liability of any of *Your Partners, Directors, Members* or *Employees*) in their capacity as a trustee or administrator of *Your* occupational pension scheme or *Your* employment benefit programme.

Pollution

any *Claim*, liability, expenses, costs or *Defence Costs* for:

- a) *Bodily injury*, loss or damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination;
- b) The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances,

Pre-existing claims

any *Claim*, liability, expenses, costs or *Defence Costs* from:

- a) Any *Claim* which has been disclosed by *You* to any insurer before this policy commenced;
- b) Any *Claim* arising out of any *Circumstance* which has been disclosed by *You* to any insurer before this policy commenced;
- c) Any *Claim* or *Circumstance* which was known (or ought reasonably to have been known) to *You* before the *Policy Period*; and/or
- d) Any *Claim* or *Circumstance* disclosed on the *Proposal* made to the *Insurer* and forming part of this policy.

Pressure waves

any *Claim*, liability, expenses, costs or *Defence Costs* directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Product liability

any *Claim*, liability, expenses, costs or *Defence Costs* arising from or connected with any goods or products sold, supplied, recalled, made, constructed, installed, maintained, repaired, altered or treated by *You* or on *Your* behalf. However this exclusion shall not apply to products supplied in the course of *Your Professional Business*.

Property damage

any *Claim*, liability, expenses, costs or *Defence Costs* for loss or damage to property except:

- a) As provided for in the Loss of Documents extension;
- b) In connection with any civil liability incurred in respect of loss of or damage to *Documents*;

except that this exclusion shall not apply where the *Claim*, liability, expenses, costs or *Defence Costs* arise from any act, error or omission in the course of *Your Professional Business*.

Retroactive date

any *Claim*, liability, expenses, costs or *Defence Costs* arising from any act committed or omitted prior to the retroactive date stated in the *Schedule*.

Trading debts

any *Claim*, liability, expenses, costs or *Defence Costs* directly or indirectly arising out of, or in any way involving any trading debt incurred by *You* or any guarantee or undertaking given by *You* for a debt or performance of any other obligation by a third party.

Vehicles or buildings

any *Claim*, liability, expenses, costs or *Defence Costs* arising directly or indirectly from:

- a) the ownership, possession or use by *You* or on *Your* behalf of any aircraft, watercraft or mechanically propelled vehicle; or
- b) the ownership or possession by *You* or on *Your* behalf of any buildings, structures, premises, land or property (mobile or immobile) or that part of any building leased, occupied or rented by *You* or on *Your* behalf.

War and terrorism

any *Claim*, liability, expenses, costs or *Defence Costs* directly or indirectly caused by, resulting from, or in connection with acts of war or *Terrorism* regardless of any other cause or event contributing concurrently or in any other sequence to the *Claim*, liability, expenses, costs or *Defence Costs*.

This exclusion also excludes any *Claim*, liability, expenses, costs or *Defence Costs* directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing or in any way relating to war or *Terrorism*.

Section 6

Complaints

How to make a complaint

Victor Insurance's aim is to ensure that all aspects of *Your* insurance are dealt with promptly, efficiently and fairly. At all times Victor Insurance is committed to providing *You* with the highest standard of service.

If *You* have any questions or concerns about *Your* policy or the handling of a *Claim* *You* should, in the first instance, contact Victor Insurance or the broker where applicable. In the event that *You* remain dissatisfied and wish to make a complaint, *You* can do so at any time. Making a complaint does not affect any of *Your* legal rights. Please contact:

Chief Underwriting Officer, Victor Insurance, 1 Tower Place West, Tower Place, London, EC3R 5BU.

If *You* remain dissatisfied after Victor Insurance has considered *Your* complaint or if *You* have not received a written final response within eight weeks from the date Victor Insurance received *Your* complaint, *You* may be entitled to refer *Your* complaint to the Financial Ombudsman Service who will independently consider *Your* complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: (Fixed): 0800 0234567 (Mobile): 0300 1239123 (Outside UK): +44 (0) 20 7964 0500

Fax: +44 (0)20 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Please note:

You must refer *Your* complaint to the Financial Ombudsman Service within six months of the date of the final response

The Financial Ombudsman Service will normally only consider a complaint from private individuals, from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees or from trustees of a trust with net asset value of less than £1m.

The Financial Services Compensation Scheme (FSCS)

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

Section 7

Definitions

Bodily Injury

means physical injury, sickness, disease or death of a natural person; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury.

Circumstance

means any matter which *You* become aware of during the *Policy Period* which may give rise to a *Claim*.

Claim

means a written demand for compensation and/or *Damages* (including claimant's costs and expenses) in respect of those matters covered under insuring clause a) in section 1 of this policy.

Damages

means any amount that *You* shall be legally liable to pay in respect of judgments or arbitral awards rendered against *You* or for negotiated settlements arising out of a *Claim*.

Defence Costs

means reasonable fees, costs and expenses incurred by *You* or on *Your* behalf, with the prior consent of the *Insurer*, in the investigation, defence, adjustment, settlement or appeal of any *Claim*. It shall not include any element of *Your* own time costs or lost profits incurred in dealing with a *Claim*.

Director

shall have the meaning given by section 741(1) of the Companies Act 1985 and shall include *Your* present and former directors, their estates, heirs and executors.

Documents

means all documents of any nature whatsoever including computer records and electronic or digitised data; but does not include any currency, negotiable instruments or records thereof.

Employee

means any natural person (including their estates, heirs and executors) who is, has been or during the *Policy Period* becomes expressly engaged under a contract of employment with *You*.

Excess

means the amount specified as such in the *Schedule*

Fair Presentation

means *Your* duty to provide a fair presentation of the risk as described in Part 2 of the Insurance Act 2015.

Insurer

means the party specified as such in the *Schedule*.

Jurisdiction

means the jurisdiction stated in the *Schedule*.

Limit of Indemnity

means the amount specified as such in the *Schedule*.

Member

means, if *You* are a Limited Liability Partnership, any member of that Limited Liability Partnership (including their estates, heirs and executors).

Partner

shall have the meaning given by the Partnership Act 1890 and shall include, in the case of any of *Your Partners*, their estates, heirs and executors.

Policy Period

means the period of time during which this policy will operate, as specified in the *Schedule*

Professional Business

means the business stated as such on the *Schedule*, when carried out by *You* or on *Your* behalf.

Proposal

means any proposal or application form, statement of fact, declaration or other information provided by *You* or on *Your* behalf in connection with this policy.

Schedule

means the policy schedule attached to this policy.

Territorial Limits

means the territorial limits stated in the *Schedule*.

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.

Third Party

means any entity or natural person except:

- a) *You* or any of *Your* present or former *Partners, Directors, Members* or *Employees*; or
- b) any other entity or natural person having a financial interest or executive role in *You* or any of *Your Subsidiaries*.

You/Your

means:

- a) Any person or firm for whom indemnity has been requested in the *Proposal*;
- b) The person or firm named as the "Insured" on the *Schedule*.

It is noted and agreed that this definition of *You* includes any *Employee* or if deceased, incapacitated, insolvent or bankrupt the legal representatives thereof in respect of liability at law incurred by such *Employee*.



www.victorinsurance.co.uk

Victor Insurance is a trading name of Marsh Ltd.
Registered in England and Wales Number: 1507274,
Registered Office: 1 Tower Place West, Tower Place, London EC3R 5BU.
Marsh Ltd is authorised and regulated by the Financial Conduct Authority.