

POLICY WORDING

Your Professional Liability Insurance



Welcome to your Professional Liability Insurance

Includes cover for:

- Complaints Advice and Response (up to £800 per complaint)
- Representation at a disciplinary hearing
- Public Relations consultancy fees following a claim (up to £25,000 in any one period of insurance)
- Loss of documents (up to £50,000 in any one period of insurance)

For full details of the cover please read the full policy document



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Introduction – Professional Liability Insurance

This policy is a legal contract between You and Us and designed to be as easy to understand as possible. You must make a fair presentation of the risk to Us at inception, renewal and alteration of the policy.

Your proposal, the Schedule, Your policy and any endorsements shall be considered as one legal document. It is important that You read all Your documents carefully and let Your insurance broker or adviser know immediately if the insurance does not meet Your requirements or if any information is inaccurate or incomplete. If any changes are required, this may result in changes to the terms and conditions of the policy, or a refusal to provide cover.

We are keen to work in partnership with You and avoid any misunderstandings.

AXA Insurance UK plc (herein called the Company) and the Insured agree that:

- This Policy the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered one document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.
- The Proposal or any information supplied by the Insured shall be incorporated in the contract.
- The Company will provide the Insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Company shall agree to accept the premium.

Provided that this Policy shall not be in force unless it has been initialled by an authorised official of the Company.

Your Obligations under the Policy

The policy imposes certain obligations upon You which if not complied with may invalidate this insurance or a claim.

Some of these obligations are expressed to be policy condition or Conditions Precedent. These are extremely important. If You are in breach of any of these obligations at the time of a loss, We will have no obligation to indemnify You in relation to any claim for that loss. However if a policy condition or Conditions Precedent is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, We will not rely on the breach of that policy condition or Conditions Precedent to exclude, limit or discharge Our liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Steps to be taken if You cannot comply

If You are unable to comply with any Policy Condition or Conditions Precedent You should contact Us as soon as reasonably possible through Your insurance broker or adviser. We will decide whether We might be prepared to agree a variation in the policy. **All Policy Conditions or Conditions Precedent remain effective unless You receive written confirmation of a variation from Us through Your insurance broker or adviser.**

You should keep a written record (including copies of letters) of any information You give Us, or Your insurance broker or adviser, at inception, renewal or making alteration to this policy.

The Insured and the Company are free to choose the law applicable to this policy. This policy will be governed by the law of England and Wales unless agreed otherwise in writing



Sections A to F of this policy are underwritten by:

AXA Insurance UK plc (Lead Insurer)

AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0800 111 6768.



Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. You can find out more about the ICO here: <https://ico.org.uk/>.

Who are we?

Towergate (part of The Ardonagh Group of companies) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 55 Bishopsgate, London, EC2N 3AS. Please advise us of as much detail as possible to comply with your request.

For further information about The Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

What information do we collect?

To enable us to provide you with the right product or service to meet your needs (or to handle a claim) we will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code).

We may need to request and collect sensitive personal information such as details of convictions or medical history for us to provide you with the product or service or to process a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek your explicit consent to process this information as it is required by us to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you that product or service.

How do we use your personal information?

We will use your personal information to

- Assess and provide the products or services that you have requested
- Communicate with you
- Develop new products and services
- Undertake statistical analysis

We may also take the opportunity to

- Contact you about products that are closely related to those you already hold with us
- Provide additional assistance or tips about these products or services
- Notify you of important functionality changes to our websites

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time we will need to call you for a variety of reasons relating to your products or service (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to Ofcom regulations have strict processes to ensure we comply with them.

To ensure the confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information that you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.



When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

We will only share your information for any direct marketing of additional services and products within The Ardonagh Group of companies where we have your consent to do so.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair Processing Notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

Your rights

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it.

If you wish to inform us of changes in consent for marketing please contact us at the address or telephone number indicated in any recent correspondence or emails you have received from us.

Further details of your rights can be obtained by visiting the ICO website at <https://ico.org.uk/>.

Additional Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes your privacy very seriously. For details of how they use the personal information they collect from you and your rights please view their privacy policy at www.axa.co.uk/privacy-policy. If you do not have access to the internet please contact them or your broker and they will send you a printed copy.

ARAG Privacy Statement

To view ARAG's full privacy statement please see their website - www.arag.co.uk



Section A – Cover

1. Indemnity to the Insured

In consideration of payment of the premium the Company will indemnify the Insured in the terms of this policy against Civil Liability consequent upon any claim or claims first made in writing against the Insured during the Period of Insurance and notified to the Company during or within 30 days after the expiry of the same Period of Insurance specified in the Certificate and incurred in connection with the conduct of the Business carried on by the Insured from the Territorial Limits.

Provided that if during the Period of Insurance the Insured shall become aware of any event which may give rise to liability under this policy and shall during or within 30 days of expiry of the same Period of Insurance give notice thereof to the Company any claim which may subsequently be made against the Insured arising out of such event shall be deemed to have been made during that same Period of Insurance.

2. Limit of Indemnity

The Company will not be liable for any amount exceeding the Limit of Indemnity stated in the Certificate (other than Costs as specified below)

Provided that the liability of the Company for all damages payable as a result of any one occurrence act error or omission or series of occurrences acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one claim

3. Costs

The Company will also pay Costs in addition to the Limit of Indemnity applicable as stated in the Certificate

4. Prosecution Defence

The Company will pay the legal costs and expenses incurred with its written consent in defending the Insured against criminal proceedings or prosecution including an appeal against conviction resulting from a prosecution

- a) as a result of an alleged offence under the Health and Safety at Work etc Act 1974 or any similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man
- b) in respect of a breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990
- c) that in the opinion of the Company may give rise to a valid claim under this policy (the opinion of the Company as to indemnity hereunder shall be final and the funding of all or part of any legal costs and expenses incurred with its written consent shall be at the absolute discretion of the Company)

Provided that

- i) the proceedings or prosecution relate to an offence committed or alleged to have been committed in connection with the Business and notified in writing to the Company during the Period of Insurance or within 30 days after expiry of the same Period of Insurance
- ii) the indemnity granted shall not provide for the payment of fines or penalties

- iii) the Company shall not indemnify the Insured against proceedings or prosecution
 - a) which arise out of any activity or risk excluded from this policy
 - b) which relate solely to the health safety or welfare of any Employee
- iv) in relation to c) above the maximum amount payable during any one Period of Insurance shall not exceed £100,000

5. Additional Persons Insured

The Company will indemnify in the terms of this policy

- a) in the event of death the personal representatives of the estate of any person entitled to indemnity under this policy
- b) at the request of the Insured any officer or committee member of the Insured's canteen clubs sports athletic social education ethics welfare fund-raising organisations and first aid medical fire security and ambulance services in his respective capacity as such
- c) at the request of the Insured any person whilst acting in connection with the Business who
 - i) is has been or may become a director officer trustee committee member or Employee of the Insured
 - ii) is providing voluntary services for or on behalf of the Insured

but only in respect of liability for which the Insured would be entitled to indemnity under this policy if the claim for which indemnity is being sought had been made against the Insured

- d) any principal with whom the Insured has entered into a contract in connection with the Business but only to the extent required by the contract conditions against civil liability in respect of which the Insured would have been entitled to indemnity under this policy if the claim had been made against the Insured

Provided that

- a) any persons specified above shall as though they were the Insured be subject to the terms exceptions and conditions of this policy in so far as they can apply
- b) nothing in this extension shall increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified
- c) the Company shall retain the sole conduct and control of all claims

6. Cross Liabilities

The Company will indemnify each Insured to whom this policy applies in the same manner and to the same extent as if a separate policy had been issued to each

Provided that the total amount of indemnity payable to all parties arising under each policy or Certificate of Insurance issued shall not exceed the Limit of Indemnity plus Costs where payable in addition to the Limit of Indemnity



7. Conflict of Interest

In the event of a conflict of interest between the Insured as named in the Certificate and any persons specified in paragraphs a) b) and c) of Cover 5 Additional Persons Insured separate representation will be arranged for each party

8. Motor Contingent Liability

Notwithstanding Exception 2c) the Company will indemnify the Insured within the terms of this policy against Civil Liability arising out of the use in connection with the Business of any motor vehicle not belonging to or provided by the Insured

Provided that the indemnity will not apply to Civil Liability

- a) in respect of Damage to such vehicle or any property conveyed therein or thereon
- b) in respect of which the Insured is entitled to indemnity under any other insurance
- c) for any claim arising from the vehicle being
 - i) engaged in racing pace-making reliability trials or speed testing
 - ii) driven by the Insured
 - iii) used elsewhere than in Great Britain Northern Ireland the Isle of Man or the Channel Islands
- d) for any claim arising from the vehicle being driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or his representative does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence.

9. Movement of Obstructing Vehicles

Exception 2c) shall not apply to Civil Liability caused by or arising from any vehicle (not owned or hired by or lent to the Insured) being driven by the Insured or with the Insured's permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.

Provided that

- a) movements are limited to vehicles parked on or obstructing the Insured's premises or any premises at which the Insured is working
- b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- c) the vehicle causing obstruction is driven by use of the owner's ignition key
- d) the Company shall not provide indemnity against liability
 - i) in respect of Damage to such vehicle
 - ii) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle

10. Overseas Personal Liability

The Company will within the terms of this policy indemnify

- a) the Insured
- b) at the request of the Insured
 - i) any director officer trustee committee member or Employee of the Insured
 - ii) any family member of the persons stated in a) or b) i) above who is accompanying such persons

in respect of Civil Liability incurred by such persons in a personal capacity while temporarily outside the Insured's normal country of residence in connection with the Business

Provided that the Company shall not provide an indemnity against liability arising

- a) solely by virtue of an express agreement
- b) in relation to b) ii) above from the carrying on of any trade or profession
- c) out of the ownership or occupation of land or buildings
- d) from the ownership possession or use of any mechanically propelled vehicle aircraft watercraft or hovercraft

11. Costs of Court Attendance

In the event of any of the under-mentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this policy the Company will reimburse the Insured at the following rates per day for each day on which attendance is required

- a) the Insured or any director officer trustee or committee member of the Insured £500
- b) any Employee £250

12. Data Protection

The Company will provide an indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay damages and Claimant's costs and expenses for damage or distress as described in current Data Protection Legislation. Provided that the Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the current Data Protection Regulation.

This Extension shall not apply in respect of

- a) the payments of fines or penalties
- b) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- c) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- d) Claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension
- e) legal liability where indemnity is provided by any other Insurance

The maximum amount we would any pay in any one period of insurance is £1,000,000

13. Breach of Claims Condition

The Company shall not avoid any claim on the grounds of a breach of Section D Condition 2 of this policy but where the Insured has prejudiced the handling or settlement of any claim the amount payable by the Company in respect of such claim (including Costs) shall be reduced to such sum as in the Company's opinion would have been payable in the absence of such prejudice

14. Fair Presentation of the Risk

1. You must make a fair presentation of the risk to Us at inception, renewal and Alteration of the Policy.



Should You be in any doubt as to whether information should be presented to Us, You must:

- discuss it with Your insurance adviser, or
- disclose it to Us.

2. We may, at Our absolute discretion, avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is:
 - a) deliberate or reckless; or
 - b) of such other nature that, if You had made a fair presentation,

We would not have issued the Policy.

We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless.

3. If We would have issued the Policy on different terms had You made a fair presentation, We will not avoid the Policy (except where the failure is deliberate or reckless) but We may instead, at Our absolute discretion;
 - a) reduce proportionately the amount paid or payable on any claim, the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation; and/or
 - b) treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as We would have imposed had You made a fair presentation.

15. Release of Confidential Information

In the event that any court or tribunal within Great Britain Northern Ireland the Isle of Man or the Channel Islands shall require that information or notes of a confidential nature in connection with Professional Services be disclosed by either the Insured or a client of the Insured the Company will indemnify the Insured in respect of additional costs and expenses incurred in connection with the release of such information

- a) to present to the court or tribunal arguments as to why such information or notes should not be disclosed or should be disclosed in a modified form
- b) to prepare a report for the court or tribunal

Provided that

- a) the Company shall not indemnify the Insured in respect of costs or expenses
 - i) incurred prior to acceptance in writing by the Company
 - ii) that can be recovered under any other policy of insurance or from elsewhere
- b) the matter does not relate to a complaint or a claim made against the insured
- c) the maximum amount payable during any one Period of Insurance is £5000

16. Loss of or Damage to Documents

Notwithstanding Exception 5 in the event of loss of or damage to Documents occurring in the conduct of the Business the Company will indemnify the Insured in respect of all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents up to a maximum of £50,000 during any one Period of Insurance

Provided that

- a) such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any

- b) person to whom the Insured has entrusted them
- b) where the Documents are in electronic format the Insured can demonstrate to the reasonable satisfaction of the Company that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents
- c) the Company shall not be liable for loss of or damage to Documents arising directly or indirectly from
 - i) the transmission or impact of any Virus
 - ii) unauthorised access to a System

17. Mitigation of Losses

A) Fees Recovery

In the opinion of the Company should a client of the Insured have sufficient reason to bring a valid claim under this policy and as a consequence refuses to pay for all or part of the fees owing in respect of Professional Services provided and any other expenses incurred by the Insured the Company shall reimburse such amounts to the Insured

Provided that

- a) the opinion of the Company as to indemnity hereunder shall be final and the funding of all or part of any legal costs and expenses incurred with its written consent shall be at the absolute discretion of the Company
- b) the Company shall not indemnify the Insured in respect of costs incurred in respect of replacement repair removal or rectification
- c) the total amount of fees plus expenses will in the opinion of the Company be less than the cost of any potential counter claim against the Insured
- d) should a claim still arise it will be dealt with in accordance with the usual terms of this policy subject to repayment to the Company of any amounts recovered from the client
- e) once payment has been made the Insured will assign to the Company the rights in relation to the amounts owed to the Insured

B) Public Relations Consultancy Costs

In addition the Company will indemnify the Insured in respect of any costs and fees reasonably incurred up to a maximum of £25,000 during any one Period of Insurance in respect of services provided by a public relations consultancy that in the opinion of the Company would prevent or minimise a valid claim under this policy (the opinion of the Company as to indemnity hereunder shall be final and the funding of all or part of any legal costs and expenses incurred with its written consent shall be at the absolute discretion of the Company)

Provided that such costs and fees shall be included in the Limit of Indemnity specified in the Certificate



Section B – Definitions

1. Business

Shall mean the business stated in the Certificate including

- a) the ownership repair maintenance and decoration of the Insured's premises
- b) private work carried out by an Employee or member of the Insured (with the consent of the Insured) for the Insured any other Employee or member of the Insured
- c) Good Samaritan Acts
- d) any past business activities notified to and accepted by the Company

2. Certificate

Shall mean the Certificate forming part of this policy

3. Civil Liability

Shall mean all sums that the Insured shall become legally liable to pay as compensation

4. Company

shall mean AXA Insurance UK plc

5. Costs

Shall mean:

- a) all costs and expenses recoverable by any claimant from the Insured
- b) the costs of legal representation (other than Prosecution Defence) at
 - i) any coroner's inquest or fatal accident inquiry
 - ii) proceedings in any court arising out of any alleged breach of a statutory duty
- c) other costs and expenses incurred with the written consent of the Company in respect of a claim against the Insured or an event to which the indemnity under this policy applies

6. Damage

Shall mean loss of or damage

7. Documents

Shall mean all

- a) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
- b) computer systems records the property of the Insured or for which the Insured is responsible

8. Employee

Shall mean any person under a contract of service or apprenticeship with the Insured while working for the Insured in connection with the Business

9. Good Samaritan Acts

Shall mean treatment administered at the scene of a medical emergency accident or disaster by the Insured who is present either by chance or in response to an SOS call following a disaster

10. Injury

Shall mean bodily injury death illness disease mental injury mental anguish or nervous shock

11. Insured

Shall mean the Insured as stated in the Certificate or any practice firm organisation or company to which the Insured has succeeded

12. Pollution or Contamination

Shall mean

- a) all pollution or contamination of buildings or structures or of water or land or the atmosphere and
- b) all Damage or Injury directly or indirectly caused by or arising from such pollution or contamination

13. Professional Services

Shall mean

- a) advice given or services performed (or the failure to offer or provide advice or services) or research undertaken
- b) goods or things (including containers packaging or labelling) sold or supplied by or on behalf of the Insured in the normal course of the Business described in the Certificate

14. Property

Shall mean material property

15. Proposal

Shall mean any information provided by the Insured in connection with this insurance and any declaration made in connection therewith

16. System

Shall mean computers other computing and electronic equipment linked to computer hardware electronic data processing equipment microchips and anything which relies on a microchip for any part of its operation and includes for the avoidance of doubt any computer installation

17. Territorial Limits

Shall mean

- a) Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b) elsewhere in the world where the Insured or any director officer trustee committee member or Employee of the Insured who is normally resident in a) above is on a temporary visit for the purpose of the Business

18. Terrorism

Shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes

19. Virus

Shall mean programming code or series of instructions designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer Systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not



Section C – Exceptions

(The heading of each Exception is for ease of reference only and shall not be deemed to form part of the wording of the Exception itself)

The Company shall not indemnify the Insured against liability

1. Injury to Employees

In respect of Injury to any Employee arising out of and in the course of their employment by the Insured

2. Vehicles and Craft

Arising out of the ownership possession or use by or on behalf of the Insured of any

- a) aircraft aero spatial device or hovercraft
- b) watercraft exceeding 8 metres in length
- c) mechanically propelled vehicle (including trailer attached thereto) if in respect of such liability compulsory insurance or security is required under any legislation governing the use of the vehicle This exception shall not apply to liability arising out of the loading or unloading of such vehicle

3. Warranty or Guarantee

Arising from an express warranty or guarantee of fitness for purpose or suitability of Professional Services

4. Costs of Recalling Goods or Remediating Defective Premises

For the costs and expenses incurred by anyone in

- a) recalling any goods or things sold or supplied
- b) remediating any defect or alleged defect in land buildings structures or premises disposed of by the Insured

5. Property owned or held in trust

For or arising from loss of or damage to any Property which at the time of the event giving rise to such claim is owned by or held in trust by or in the custody or control of the Insured other than

- a) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
- b) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
- c) premises and their fixtures and fittings leased or rented to the Insured unless such liability
 - i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
 - ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings

6. Fines or Penalties

In respect of liquidated damages fines or penalties

7. Punitive Damages

In respect of punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages

8. Cancellation Costs

In respect of cancellation or abandonment costs or charges accepted solely by virtue of an express agreement which could reasonably have been prevented by the Insured

9. Pollution or Contamination

Arising from Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place

Provided that

- a) all claims for Pollution or Contamination arising out of such incident shall be deemed to have been made during the Period of Insurance in which the incident has first been notified to the Company
- b) the liability of the Company for all compensation payable in respect of all Pollution or Contamination made during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Certificate to this policy as the Limit of Indemnity

10. Employment Disputes

for any dispute between the Insured and any present or former Employee or any person who has been offered or refused employment with the Insured

11. Controlling Interests

For any claim arising from or brought by a firm company or organisation in which the Insured or any director officer trustee or committee member of the Insured has a controlling interest unless such claim is brought by an independent third party source

12. Deliberate Acts

Which arises as a result of a deliberate act or omission by the Insured but this Exception shall not apply in circumstances where such act or omission is designed or intended by the Insured to be of assistance or benefit to any client or person as part of the Professional Services

13. North American Court Actions

Arising from any action brought in any court of the United States of America or Canada or elsewhere in the world to enforce a judgement in such territories by way of reciprocal agreement or otherwise but this exclusion shall apply only if the Insured has a branch office or other establishment parent or subsidiary company or is represented by an agent holding the Insured's power of attorney in the United States of America or Canada

14. Known Circumstances

Resulting from the consequence of any circumstance which may give rise to a claim

- a) notified under any policy which was in force prior to the inception of this policy
- b) known to the Insured at the inception of this policy

15. Insolvency

arising out of the insolvency or bankruptcy of the Insured

**16. Bad Debts**

resulting from monies owed by the Insured under an agreement for purchase rental lease or hire

17. Radioactive Contamination

Of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- 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

18. War

Which arises as a consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

19. Terrorism

Arising in respect of any consequence of Terrorism or any action taken in controlling preventing suppressing or in any way relating to Terrorism



Section D – Conditions

1. Maximum Payments

The Company may at any time at its sole discretion pay to the Insured the Limit of Indemnity (less any sum or sums already paid in respect of or in lieu of interim settlement of a claim) or any lesser sum for which the claim or claims against the Insured can be settled and the Company shall not be under any further liability in respect of such claim or claims except for costs and expenses incurred prior to such payment

Provided that in the event of one or more claims resulting in the liability of the Insured to pay a sum in excess of the Limit of Indemnity the Company's liability for costs and expenses shall not exceed an amount being in the same proportion as the Company's payment to the Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims

2. Claims

- a) The Insured or his legal personal representatives shall give notice in writing to the Company as soon as possible of any event which may give rise to liability under this policy with full particulars of such event
- b) Every claim letter writ or process or other document served on the Insured shall be forwarded to the Company immediately on receipt
- c) Notice in writing shall also be given immediately to the Company of impending prosecution inquest or inquiry in connection with any such event
- d) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company
- e) The Insured shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Insured and the Company a similar advocate or authority) shall advise that such proceedings could be contested with a reasonable prospect of success
- f) The Company may make any settlement of a claim it deems expedient If the Insured withholds consent to such settlement the Company's liability for all loss on account of such claim shall not exceed the amount for which the Company could have settled on the Insured's behalf such a claim plus costs charges and expenses incurred as of the date at which acceptance of such settlement was proposed in writing by the Company to the Insured

3. Claims (Conduct and Control)

The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence (subject to the provisions of paragraph e) of Section D Condition 2 above) or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full conduct of such prosecution or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require

4. Contribution

If at the time of any claim or event to which this policy applies there is or but for the existence of this policy there would be any other insurance covering the same liability the Company shall not be liable under this policy except in respect of the excess beyond the amount which would be payable under such other insurance had this policy not been effected

5. Observance

The due observance and fulfilment of the terms exceptions conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to the liability of the Company to make any payment under this policy

6. Cancellation – The Company's Rights

The Company shall not be bound to accept any renewal of this policy and may at any time give 21 days notice of cancellation by recorded delivery to the Insured's last known address Thereupon the Insured shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this policy

Provided that during the current Period of Insurance there have been

- a) no claims made under the policy for which a payment has been made
- b) no claims submitted under the policy which are still under consideration
- c) no incident likely to give rise to a claim but is yet to be reported to the Company

This termination shall be without prejudice to any rights or claims of the Insured or the Company prior to the expiry of such notice

7. Cancellation – The Insured's Rights

There is no automatic right of cancellation under the policy Once the contract has been concluded there will be no refund of any part of the premium paid

This policy is written on a claims made basis and in the event that the Business ceases to trade or should exceptional circumstances arise guidance should be sought from Towergate Insurance at the address shown in their correspondence

8. Contracts (Rights of Third Parties) Act 1999

Having regard to the provisions of the Contracts (Rights of Third Parties) Act 1999 for the avoidance of doubt

- a) this policy is not intended to confer any enforceable rights upon any third party whether or not an interest of such third party is noted in the policy
- b) the parties hereto shall be entitled to rescind or vary this policy without the consent of any third party whether or not an interest of such third party is noted on the policy
- c) in the event of proceedings by a third party against the Company for the enforcement of a term of this policy the Company shall have available to them by way of defence or set-off any matter which would have been available to them by way of defence or set-off if the proceedings had been brought by the Insured



9. Several Liability

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

10. Sanctions Condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of Your policy that We will not provide cover, or pay any claim or provide any benefit under Your policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us, or Our parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

11. Fraud

If You or anyone acting on Your behalf:

- a) makes any false or fraudulent claim,
- b) makes any exaggerated claim,
- c) supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine),
- d) makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused,

We will:

- i) refuse to pay the whole of the claim; and
- ii) recover from You any sums that We have already paid in respect of the claim.

We will also notify You if We will be treating the policy as having terminated with effect from the date of the earliest of any acts set out in a) – d) above. In that event, You will:

- have no cover under the policy from the date of the termination; and
- not be entitled to any refund of premium.



Section E – Endorsements Applicable as stated in the Certificate

1. Complaints Advice and Response Extension

In the event of any complaint of misconduct against

- a) the Insured or
- b) any person whilst acting in connection with the Business who is or has been or may become a director officer trustee or committee member or Employee of the Insured or is providing voluntary services for or on behalf of the Insured

in respect of Professional Services that may lead to disciplinary proceedings by a professional regulator the Company will indemnify the Insured or at the request of the Insured any other person as specified above against reasonable costs and expenses incurred in preparing a response to the professional regulatory body

Provided that

- a) such complaint is first made in writing against the Insured or other person as specified above during the Period of Insurance and notified to the Company during or within thirty days after the expiry of the same Period of Insurance
- b) the Company shall not indemnify the Insured or other person as specified above in respect of costs or expenses
 - i) incurred without the written consent of the Company
 - ii) that can be recovered under any other policy of insurance or from elsewhere
- c) the maximum amount payable by the Company in respect of all costs and expenses arising from one complaint or all complaints attributable to the same misconduct shall not exceed the sum of £800

Subject otherwise to the terms Exceptions and Conditions of this policy.

2. Disciplinary Proceedings Extension

In the event of any disciplinary proceedings by any professional regulator against

- a) the Insured or
- b) any person whilst acting in connection with the Business who is or has been or may become a director officer trustee or committee member or Employee of the Insured or is providing voluntary services for or on behalf of the Insured

in respect of Professional Services provided by the Insured the Company will indemnify the Insured or at the request of the Insured any other person as specified above against reasonable legal costs and expenses incurred in the defence of such proceedings.

The Company will also pay for reasonable legal costs and expenses incurred in appealing against any judgement given.

Provided that

- a) the original notice of such disciplinary proceedings is made in writing to the Insured or other person as specified above during the Period of Insurance and notified to the Company during or within 30 days after the expiry of the same Period of Insurance

- b) the indemnity granted by this endorsement does not
 - i) provide for payment of fines penalties or compensation
 - ii) apply to costs or expenses incurred by the Insured or other person as specified above without the written consent of the Company
 - iii) apply to costs or expenses recoverable under any legal expenses policy which the Insured or other person as specified above has arranged

Subject otherwise to the terms Exceptions and Conditions of this Policy

3A. Run-off Liability (Individuals) Extension

In the event that the Insured shall cease trading by reason of the death or retirement of the Insured or if the Insured shall take a career break the Company will provide indemnity under this policy for claims first made in writing against the Insured and notified to the Company during the 36 calendar months immediately following the last Period of Insurance as if the claims had been made against the Insured and notified to the Company during the last Period of Insurance.

Provided that

- a) such claims arise out of any Injury Damage act error or omission occurring or committed prior to the expiry of the last Period of Insurance to which this policy applies
- b) indemnity is not provided by any other insurance

3B. Run-off Liability (Sole Trader - Limited Company) Extension

In the event that the Business shall cease trading by reason of the death or retirement of the director or if the director shall take a career break the Company will provide indemnity under this policy for claims first made in writing against the Insured and notified to the Company during the 36 calendar months immediately following the last Period of Insurance as if the claims had been made against the Insured and notified to the Company during the last Period of Insurance

Provided that

- a) such claims arise out of any Injury Damage act error or omission occurring or committed prior to the expiry of the last Period of Insurance to which this policy applies
- b) indemnity is not provided by any other insurance

3C. Run-off Liability (Limited Company) Extension

In the event that the Business shall cease trading the Company will continue to provide indemnity under this policy for claims made in writing against the Insured and notified to the Company following the last Period of Insurance as if the claims had been made against the Insured and notified to the Company during the last Period of Insurance.

Provided that

- a) the Company has agreed to continue to provide indemnity under this Endorsement
- b) the Insured has continued to pay an annual premium for each consecutive year in which cover as provided by this Endorsement is required



- c) such claims arise out of any Injury Damage act error or omission occurring or committed prior to the expiry of the last Period of Insurance to which this policy applies
- d) indemnity is not provided by any other insurance

4. Sub-letting of Premises Extension

It is noted and agreed that the Business shown on the Certificate is extended to include the letting of room(s) at the Insured's usual business premises.

Cover provided by this policy is extended to include the liability of the Insured whilst acting in the capacity as lessor of their usual business premises

Provided that

- a) indemnity is not already provided by any other insurance
- b) any liability attaching to any lessee or any person acting on behalf of such lessee in the use of such premises or in relation to any activities carried out is excluded

Subject otherwise to the terms Exceptions and Conditions of this policy

5. Training Extension

It is noted and agreed that the Business shown on the Certificate is extended to include the provision of training in the business activities shown

6. Pregnancy Testing Extension

The Company will indemnify the Insured in respect of liability arising from the provision of pregnancy testing services by the Insured

Provided that

- a) any person tested is advised to
 - i) obtain confirmation of the test result from a medical practitioner
 - ii) consult a medical practitioner in the event that any medical symptom or condition are mentioned during consultations with such person
- b) the Company shall not indemnify the Insured against liability
 - i) for causing or failure to cure or alleviate any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Associated Virus Type iii (HLTV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants or derivatives thereof in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any condition of a similar kind howsoever it be named
 - ii) caused by or arising from the personal professional negligence of any medical practitioner

7. Needle or Syringe Exchange Extension

The Company will also indemnify the Insured in respect of liability arising from the provision by the Insured of needle or syringe exchange facilities

Provided that the Company shall not indemnify the Insured against liability

- i) for causing or failure to cure or alleviate any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Associated Virus Type iii (HLTV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants or derivatives thereof in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any condition of a similar kind howsoever it be named
- ii) caused by or arising from the personal professional negligence of any medical practitioner
- iii) caused by or arising from medical diagnosis or prognosis or failure to medically diagnose other than in circumstances where the client is recommended by the therapist to consult a medical practitioner
- iv) caused by or arising from the use of general anaesthetic
- v) caused by or arising from the giving of any injection or inoculation
- vi) caused by or arising from the use of X-rays
- vii) caused by or arising from the dispensing manufacture prescription supply or administration of ethical drugs
- viii) caused by or arising from the dispensing manufacture mixing blending or formulation by the Insured of any products other than products administered or supplied by the Insured in the course of treatment or therapy

8. Bloodstock – Limitation of Liability

The Company will indemnify the Insured in respect of treatment to Bloodstock

Bloodstock shall mean horses which are

- a) entered or eligible for entry in the general stud book kept by Weatherby & Sons or
- b) entered in Priors HB Stud Book or
- c) registered with Weatherby & Sons for the purpose of racing under Jockey Club or National Hunt Racing rules or
- d) registered with a recognised turf authority which is the authority responsible for controlling horse racing in the country concerned

Provided that the total amount payable by the Company in respect of all claims in connection with the treatment of Bloodstock shall not exceed £100,000 during any one Period of Insurance

9. Medical Treatment Exclusion

The Company shall not indemnify the Insured against liability

- a) caused by or arising from medical diagnosis or prognosis or failure to medically diagnose other than in circumstances where the client is recommended by the therapist to consult a medical practitioner
- b) caused by or arising from the use of general anaesthetic
- c) caused by or arising from the giving of any injection or inoculation
- d) caused by or arising from the use of X-rays
- e) caused by or arising from the dispensing manufacture prescription supply or administration of ethical drugs
- f) caused by or arising from the dispensing manufacture mixing blending or formulation by the Insured of any products other than products administered or supplied by the Insured in the course of treatment or therapy



10. Eczema Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from any treatment knowingly provided to eczema sufferers

11. Electroencephalography Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from electroencephalography

12. Product Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from the manufacture or design by the Insured on any Product Supplied

13. Ionisation Equipment Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from the installation, maintenance or repair of ionisation equipment away from the Insured's own premises

14. Treatment Failure Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from the failure of any treatment or therapy to achieve its desired effect

15. HLTViii LAV and AIDS Exclusion

The Company shall not indemnify the Insured against liability for causing or failing to cure or alleviate any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Associated Virus Type iii (HLTV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants or derivatives thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any condition of a similar kind howsoever it be named

16. Surgical and Dental Treatment Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from the conduct of the Business during the course of a surgical operation or dental treatment or for the sole purpose of effecting a surgical operation or dental treatment

17. Financial Advice Exclusion

The Company shall not indemnify the Insured against liability for any financial loss suffered by any party as a result of the giving of financial advice

18. Equipment Misuse Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from the misuse of equipment



Section F – Making Yourself Heard

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially, contact us to raise your concern with Towergate Insurance
In writing to:

Towergate Insurance
Kings Court
London Road
Stevenage
Hertfordshire
SG12GA

Tel: 01438 739739
Fax: 01438 747465
Email: caredivision@towergate.co.uk

If your complaint is against AXA alone, we will pass your complaint to their nominated contact within 24 hours. This will also happen if we believe that we cannot resolve your complaint without the involvement of AXA or there is any query relating to the complaint.

The complaints procedure of AXA will then apply.

If your complaint is not resolved or you are not happy with the response and course of action proposed by AXA, you can progress your complaint to their Head Office, who will carry out a separate investigation on behalf of the Chief Executive.

AXA Insurance
Commercial Complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

Tel: 01473 205926
Fax: 01473 205101
Email: customercare@axa-insurance.co.uk

What to do if you are still not satisfied

If you are still not satisfied, Towergate Underwriting Group Limited and AXA Insurance UK plc are authorised and regulated by the Financial Conduct Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them.

However, the Financial Ombudsman Service will not adjudicate on any cases where legal action has commenced or where a final decision has not been issued.

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0845 0801800
Email: enquiries@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above.

Towergate Insurance

Kings Court, London Road, Stevenage, Herts SG1 2GA

Claims Number: **0844 346 3307**

Tel: **0330 123 5917** Fax: **01438 747465**

Email: **pro.liability@towergate.co.uk**

Website: **www.towergateinsurance.co.uk**

Towergate Insurance is a trading name of Towergate Underwriting Group Limited
Registered Office: Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent ME14 3EN.

Towergate Underwriting Group Limited is authorised and regulated by the Financial Conduct Authority.
This can be checked on the FCA's register by visiting the FCA's [website at www.fca.org.uk/register](http://www.fca.org.uk/register)
or by contacting them on 0800 111 6768

TPRAXA0805 GDPR May 2018

