

Arranged by

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Insurance Brokers.

# Voluntary Organisations Professional Indemnity Insurance Policy Wording



**Encompass**

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## Additional Benefits

Choosing an Intact Insurance Policy means that you also benefit from a number of additional services that we provide free of charge. Our advice-lines will put you in touch with highly qualified experts who can offer information and assistance on a number of issues. Better still you can use any of these advice-lines completely free and there is no limit to the number of times you can call.

### A Legal Assistance

A 24 hour service that gives you access to a team of legal experts offering confidential advice on business matters such as defence of prosecutions, employment, customer and supplier disputes.

### B Health & Safety

Help is available 24 hours a day on health and safety legislation, including its interpretation, and advice on civil and criminal liability for accidents at work.

### C Tax Advice

A confidential telephone advisory service offering assistance on all taxation issues such as PAYE, VAT and income tax. This service is available Monday to Friday, 9am to 5pm.

**The advice-line number is 0345 078 3863**

**Please quote reference: 72741**

Advice lines are intended for business use only and are a service provided to sole practitioners, Directors, Partners, Trustees and Members of the Insured. Employees do not qualify to use this service.

### D Counselling Care

Stress affects most people at some point in their working lives. Our stress counselling service will help deal with stress at work by addressing minor problems before they become major crises. The service is available to your directors partners employees trustees and volunteers. Confidentiality is of the utmost importance, and counsellors are both qualified and experienced in assessing problems quickly so they can provide immediate therapy.

**The advice-line number is 01455 251 500**

**Please quote reference number 33685**

This page should be read in conjunction with the rest of your Policy documents

## Your Policy

This Policy is a contract between the Insured and the Insurer

This Policy the Schedule (including any issued in substitution) and any Endorsements should be read as if they are one document

The Insurer's acceptance of this risk is based on the information presented to the Insurer being a fair presentation of the Insured's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured to seek insurance

Any reference to the singular will include the plural or vice versa

Any reference to any statute or statutory instrument will include any modifications or re-enactment thereto

Any heading in this Policy is for ease of reference only and does not affect its interpretation

The Insurer will provide the insurance described in this Policy (subject to the terms set out herein) for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium

## Guidance when making a claim

### Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in your policy wording. It is important that you comply with all policy conditions and you should familiarise yourself with any requirements contained in the policy.

Directions for claim notification are included in the Claims Conditions. Please be aware that claims and circumstances that might reasonably be expected to produce a claim against you must be notified to us as soon as reasonably possible. Further guidance is contained in the policy wording.

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim. Ideally, as part of the initial notification, you will provide:

- Your name, address, and your telephone number
- Policy number
- The date when you became aware of the claim or circumstances
- The cause of the claim
- Details of the claim together with the claim value, if known
- Names and addresses of any other parties involved or responsible for the claim.

This information will enable us to make an initial evaluation of the claim. We may, however, need to request additional information.

Sometimes we, or someone acting on our behalf, may wish to meet with you to discuss the circumstances of the claim, or to undertake further investigations.

Initially a notification of any claim, or any circumstances which might reasonably be expected to produce a claim, should be sent to:

**Email: [profin.claims@intactinsurance.co.uk](mailto:profin.claims@intactinsurance.co.uk)**  
**Tel: 01403 232 308**

For your protection, telephone calls may be recorded or monitored.

## General Conditions

### 1 Other Insurance

If at the time any claim arises under this Policy the Insured is or would but for the existence of this Policy be entitled to indemnity under any other policy or policies the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Policy not been effected

### 2 Choice of Law

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if the Insured is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

### 3 Rights of Third Parties

A person who is not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

### 4 Cancellation of the Insured's Fixed Sum Loan Agreement

Where the Insurer has agreed to the Insured paying their premium by monthly instalments then in the event that there is a default in the instalments due under the payment schedule the Insurer reserves the right to terminate the Policy and the Insured will no longer be insured by the Insurer The Insurer may also take further action to pursue any outstanding debt

If the Insured's monthly premium payment has a Fixed Sum Loan Agreement regulated by The Consumer Credit Act 2006 then this shall be deemed to be a linked loan agreement In the event that there is a default in the instalments due under the payment schedule the Insurer reserve the right to also terminate that linked loan agreement

### 5 Financial or Trade Sanctions

The Insurer shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any Prohibition

If any Prohibition takes effect during the Policy period the Insured or the Insurer may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other at their last known address

If the whole or any part of the Policy is cancelled the Insurer shall if and to the extent that it does not breach any Prohibition return a proportionate amount of the premium for the unexpired period subject to minimum premium requirements and provided no claims have been paid or are outstanding

For the purposes of this clause a Prohibition shall mean any prohibition or restriction imposed by law or regulation

### 6 Insurance Act 2015

In respect of any

- A) duty of disclosure
- B) effect of warranties
- C) effect of acts of fraud

The rights and obligations applying to the Insured and the Insurer shall be interpreted in accordance with the provisions of the Insurance Act 2015

# Claims Conditions

## 1 Claims Notification

If during the Period of Insurance the Insured receives any Claim the Insured shall give written notice of such Claim to the Insurer as soon as reasonably possible. All Claims must be notified to the Insurer no later than ten working days after the expiry of the Period of Insurance.

If during the Period of Insurance the Insured becomes aware of any circumstance which might reasonably be expected to produce a Claim against the Insured the Insured shall give written notice of such circumstance to the Insurer as soon as reasonably possible irrespective of either the Insured's views as to whether such Claim will succeed or as to whether the amount of the Claim will exceed the Insured's Contribution. All circumstances must be notified to the Insurer prior to the expiry of the Period of Insurance. Any Claim arising from any circumstance notified to the Insurer in accordance with this Condition shall be deemed to have been made in the Period of Insurance.

## 2 Notification of Adjudications

In order for Claims to be accepted under this Policy in respect of any adjudication for which indemnity is available under Insurance Clause 1 (Civil Liability) the Insured must comply with the following:

- A) notify the Insurer within 2 working days of receipt of any notice of intention to adjudicate, notice of adjudication referral, notice or any adjudication notice pursuant to contract and
- B) not serve any of the notices referred to in Claims Condition 2A) without the prior written consent of the Insurer unless in the Insured's reasonable opinion service of those notices will not give rise to a Claim against the Insured.

Failure to comply with this Condition will result in the claim being rejected.

## 3 Notification of Reviews by an Ombudsman

In order for Claims to be accepted under Insurance Clause 1D) of this Policy the Insured must give notice to the Insurer in writing within ten working days of it becoming aware that any ombudsman is or will be reviewing a case directly affecting the Insured.

Failure to comply with this Condition will result in the claim being rejected.

## 4 Supporting Documentation and Admissions

All documents supporting any Claim shall be forwarded to the Insurer immediately on receipt. 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 Insurer.

## 5 Conduct of Claims

The Insured shall give all such assistance as the Insurer may require. The Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute or bring proceedings in the name of the Insured for its own benefit. Any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim.

## 6 King's Counsel Clause

The Insured shall not be required to contest any legal proceedings unless a Counsel (or by mutual agreement between the Insured

and the Insurer or a similar authority) shall advise that such proceedings could be contested with the probability of success.

## 7 Disposal of Claims

In connection with any Claim against the Insured the Insurer may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid or which the Insurer is liable to pay in relation to such Claim as damages or claimant's costs and expenses) or any less amount for which such Claim can be settled and thereupon the Insurer shall relinquish the control of such Claim and be under no further liability in connection therewith except for Defence Costs for which the Insurer may be responsible under this Policy in respect of matters prior to the date of such payment.

## 8 Dishonesty and Fraud

In respect of any claim made in accordance with this Policy arising out of any dishonest or fraudulent act or omission:

- A) the Insured must immediately take all reasonable steps to prevent further loss.
- B) if the Insurer so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such dishonest or fraudulent act or omission or from the personal representatives of such person.
- C) any monies recovered following action as described in 8B) above will be deducted from any amount payable under this Policy.

## Exclusions

The Insurer shall not be liable in respect of

### 1 Abuse

any Claim arising out of or in connection with Abuse

### 2 Adjudication and Arbitration

any Claim arising out of or related to any

- A) decision made against the Insured by an adjudicator who was not independent of the parties to the dispute
- B) adjudication arising from an adjudication clause in a contract which contains timetable provisions for adjudication which are more onerous to the Insured than those contained in the Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996
- C) arbitration award made in respect of any Claim or counterclaim where the seat of the arbitration was located outside England Wales Scotland or Northern Ireland unless that seat was agreed to by the Insurer

### 3 Asbestos Risks

any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving Asbestos Risks

### 4 Bodily Injury to Employees

any liability arising out of Bodily Injury to an Employee arising out of and in the course of his employment for or on behalf of the Insured

### 5 Bodily Injury to Others or Damage to Property

any liability arising out of Bodily Injury to any person or loss of or damage to property unless arising out of advice design specification or omission to perform a professional duty

### 6 Contractual Liabilities and Guarantees

any Claim arising from any contractual agreement in respect of

- A) any express guarantee given by the Insured or
- B) any express contractual penalty made between the Insured and a third party or
- C) any acceptance by the Insured of liability for liquidated damages

in so far as liability assumed by the Insured exceeds the amount of the Insured's liability in the absence of such agreement

### 7 Controlling Interest

any Claim made against the Insured by

- A) any entity in which the Insured or any partner Member or director or Trustee or any combination of partners Members directors or Trustees on the Insured exercises or has exercised a controlling interest

- B) any entity exercising a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured

unless such Claim emanates from an independent third party

### 8 Cyber

any Claim directly caused by directly resulting from or directly arising out of

- A) Cyber Act or
- B) any partial or total unavailability or failure of any Computer System

Provided the Computer System is owned or controlled by the Insured or any other party acting on behalf of the Insured in either case or

- C) the receipt or transmission of malware malicious code or similar by the Insured or any other party acting on behalf of the Insured

### 9 Data Protection Law

any Claim for actual or alleged breach of Data Protection Law by the Insured or any other party acting on behalf of the Insured

### 10 Design and Construct/Supply

any Claim arising from the provision of advice design or specification where the Insured contracts to

- A) manufacture construct erect or install or
- B) supply materials or equipment

Provided this Exclusion shall not apply to project models or displays

### 11 Directors' and Officers' Liability

any Claim against any Insured in their capacity as a director officer or trustee in respect of the performance or non-performance of their duties as a director officer or trustee

### 12 Dishonesty

any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person

Furthermore no indemnity shall be given to any person committing condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature

### 13 Employment

any Claim arising from any liability to any Employee former employee or prospective employee in respect of employment related libel slander humiliation or defamation 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

### 14 Fines Penalties and Punitive Damages etc.

any fines penalties punitive exemplary or aggravated damages

where such damages have been identified separately within any award of a court or the multiple portion of any multiplied damage award

## 15 Goods and Services

- A) any Claim arising out of the supply of any goods by or on behalf of the Insured or products manufactured constructed altered repaired treated sold supplied or distributed by or on behalf of the Insured
- B) any Claim brought by any supplier or prospective supplier arising from or in connection with the actual or prospective supply to or use by the Insured of goods or services

## 16 Infrastructure

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

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

## 17 Insolvency of the Insured

any Claim arising out of or relating to the insolvency or bankruptcy of the Insured

Provided that this Exclusion shall not apply to any Claim

- A) in respect of monies held on behalf of third parties or
- B) for which the Insured would otherwise be indemnified by this Policy but for the insolvency or bankruptcy of the Insured

## 18 Insured's Contribution

the Insured's Contribution

## 19 North American Jurisdiction and Operations

- A) damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
- B) the enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside North America of any damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
- C) the operations of the Insured or any principal partner Member director Trustee Employee agent branch subsidiary or parent company of the Insured in North America

## 20 Nuclear

loss or destruction of or damage to any property whatsoever or any loss or expense of whatsoever nature resulting or arising therefrom or any legal liability 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

## 21 Pension and Benefit Schemes

any Claim arising from any plan programme or scheme providing benefits to the Insured or any Employees

## 22 Pollution

any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind

## 23 Previous Claims or Circumstances

- A) the consequence of any circumstance
  - 1) notified under any insurance which was in force prior to the inception of this Policy
  - 2) known to the Insured or which should have been known to the Insured at the inception of this Policy which might reasonably be expected to produce a Claim
- B) any Claim made against the Insured prior to the Period of Insurance

## 24 Retroactive Date

any claim or loss otherwise eligible for indemnity under this Policy where the cause of such Claim or loss occurred or was alleged to have occurred prior to any Retroactive Date specified in the Schedule

## 25 Spite or Reckless Behaviour

any Claim arising from personal spite or ill will towards any claimant or arising from reckless behaviour

## 26 Trading Losses

any Claim arising out of or in connection with any trading losses or liabilities incurred by the Insured or any business managed by or carried on by the Insured

## 27 Transportation or Property

the ownership use occupation or leasing of mobile or immobile goods or property by or on behalf of the Insured

## 28 War and Terrorism

any Claim arising directly or indirectly out of War Risks or Terrorism

# Professional Indemnity Insurance

## THIS INSURANCE DOES NOT APPLY IF SHOWN AS NOT INSURED IN THE SCHEDULE Terms and Conditions

THIS POLICY COVERS CLAIMS FIRST MADE AGAINST THE INSURED (AND, IN RELATION TO INSURANCE CLAUSE 3, LOSS OR DAMAGE OCCURRING) AND NOTIFIED TO THE INSURER DURING THE PERIOD OF INSURANCE. PLEASE READ THE POLICY WORDING CAREFULLY.

## Definitions

For the purposes of Professional Indemnity Insurance

### 1 Abuse means

- A) acts of hurting or injuring mentally or physically by maltreatment or ill-use
- B) acts of forcing sexual activity rape or molestation or
- C) repeated or continuing contemptuous coarse or insulting words or behaviours

### 2 Agency Worker means

any person supplied as defined under the Agency Workers Regulations 2010 and The Agency Workers (Amendment) Regulations 2019

### 3 Asbestos Risks means

- A) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- B) the release of Asbestos Dust
- C) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials

### 4 Asbestos means

crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

### 5 Asbestos Dust means

fibres or particles of Asbestos

### 6 Asbestos Containing Materials means

any material containing Asbestos or Asbestos Dust

### 7 Bodily Injury means

death disease illness or bodily or mental injury

### 8 Civil Society means

the Policyholder named in the Schedule

### 9 Claim means

- A) service of a Claim Form Counterclaim Other Additional Claim Application Notice Notice of Appeal Witness Summons or similar legal document including an application for any related injunction or

- B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman or
- C) a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the Insured or
- D) any communication in whatsoever form invoking any Pre-Action Protocols contained in the Civil Procedure Rules

### 10 Computer System means

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

### 11 Cyber Act means

an unauthorised malicious or criminal act or series of related unauthorised malicious or criminal acts regardless of time and place or the threat or hoax thereof involving access to processing of use of or operation of any Computer System

### 12 Data means

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

### 13 Data Protection Law means

any applicable data protection and privacy legislation or regulations in any country province state territory or jurisdiction which govern the use confidentiality integrity security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended updated or re-enacted from time to time)

### 14 Defence Costs means

all costs and expenses (other than costs incurred in connection with Claims Condition 8B) Dishonesty and Fraud) which are incurred by the Insurer or by the Insured with the Insurer's written consent in connection with the defence investigation or settlement of any Claim made against the Insured and notified under this Policy and in connection with any circumstances which might give rise to a Claim

The Insurer shall not unreasonably withhold its consent to the incurring of Defence Costs

- 15 Documents** means  
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
- 16 Employee** means  
A) any person including any trainee or consultant under a contract of service with the Insured or the Predecessors  
B) any Agency Worker  
C) any volunteer  
at the time of any conduct giving rise to a Claim against the Insured or at the time of any other occurrence which may be the subject of indemnity under this Policy
- 17 Endorsement** means  
an amendment to the Policy Terms and Conditions including amendments described as Memoranda in the Schedule
- 18 Insured's Contribution** means  
the amount for which the Insured is responsible under Insurance Clause 1 (Civil Liability) of this Policy in respect of any one Claim  
The Insured's Contribution shall not apply to Insurance Clause 2 (Defence Costs)  
All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim
- 19 Insurer** means  
Intact Insurance UK Limited (No. 00093792) 22 Bishopsgate, London EC2N 4BQ
- 20 Malware** means  
any malicious code software or virus designed to  
A) erase deny access to or corrupt data  
B) damage destroy or disrupt the normal functioning of any computer mobile device computer system or computer network or take partial control over its operation or  
C) circumvent any network security product or service whether involving self-replication or not
- 21 Member** means  
a member of a limited liability partnership as defined under the Limited Liability Partnership Act 2000
- 22 North America** means  
the United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof
- 23 North American Claim** means  
each and every Claim brought against the Insured in North America or which is instituted or pursued before an arbitrator or tribunal or in courts in North America (whether for enforcement of judgment or otherwise) or in which it is contended that the laws of any country state or political subdivision in North America should apply
- 24 Policy** means  
collectively the Terms and Conditions of this policy wording the Schedule (including any issued in substitution) and any Endorsements attaching thereto
- 25 Predecessors** means  
any person practice or other firm to which the Insured has succeeded
- 26 Professional Business** means  
professional services undertaken by or on behalf of the Insured or the Predecessors in connection with the Business defined in the Schedule
- 27 Statement of Fact** means  
the document setting out information provided by the Insured and their representative as being relevant to the cover that has been applied for  
It also includes assumptions the Insurer has made about factual circumstances relevant to the cover and which are confirmed by the Insured as true and correct
- 28 Terrorism** means  
an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of His Majesty's government in the United Kingdom or any government whether legally established or not
- 29 The Insured** means  
the Insured as named in the Schedule Each of the following parties will in addition be deemed the Insured in respect of Claims arising out of the conduct of the Professional Business carried on by or on behalf of the Insured as named in the Schedule provided that each shall be subject to the terms of this Policy to the extent such terms can apply  
A) any partner Trustee or Member or former partner director Trustee or Member of the Insured or deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such partner director Trustee or Member or former partner director Trustee or Member  
B) at the Insured's request any Employee or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such Employee
- 30 Trustee** means  
A) a Trustee of the Civil Society or the Employee thereof to whom any duty of such Trustee is delegated;  
B) a Trustee of any trust other than a trust corporation or a pension fund trust which was, is, or may hereafter be or be deemed to be the Civil Society or wholly or mainly engaged within or in furtherance of the purposes of the Civil Society;  
C) a director including any de facto director (as defined under

Section 251 of the Companies Act 2006 or any equivalent provision in the jurisdiction) of the Civil Society, or company incorporated for the purpose of administering the Civil Society, or the Trustee other than its external auditor, liquidator, administrator, receiver or solicitor; and

- D) an officer or member of the committee of management of any unincorporated association which was, is or may hereafter be or be deemed to be the Civil Society or wholly or mainly engaged within or in furtherance of the purposes of the Civil Society.
- E) a manager of the Civil Society

**31 War Risks** means

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

## Insurance Clauses

### 1 Civil Liability

The Insurer will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in respect of Claims first made against the Insured during the Period of Insurance and notified to the Insurer in accordance with the Claims Conditions in respect of civil liability incurred in connection with the conduct of Professional Business including liability incurred

- A) for claimant's costs and expenses
- B) as a result of any decision by an adjudicator appointed to resolve a dispute in accordance with the Statutory Scheme for Construction Contracts or an adjudication clause or rules contained in a contract
- C) as a result of any award by an arbitrator or tribunal of arbitrators
- D) as a result of any decision or award by an ombudsman under any ombudsman scheme in which the Insured participates

### 2 Defence Costs

The Insurer will in addition pay Defence Costs incurred by the Insurer or by the Insured with the Insurer's written consent in connection with any Claim under Insurance Clause 1 (Civil Liability)

Provided that the Insurer's liability for Defence Costs in relation to any Claim disposed of for an amount which exceeds the available Limit of Indemnity shall be limited to the proportion that the available Limit of Indemnity bears to the amount payable to dispose of such Claim

### 3 Loss of or Damage to Documents

The Insurer will in the event of loss of or damage to Documents occurring in the conduct of the Professional Business and advised to the Insurer during the Period of Insurance 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 £250,000 during the 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 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 Insurer that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents
- C) the Insurer shall not be liable for loss of or damage to Documents arising directly or indirectly from
  - 1) the transmission or impact of any Malware
  - 2) unauthorised access to a Computer System
- D) the Insurer shall not be liable for costs of reconstituting or recovering lost inaccessible or damaged Data owned or controlled by the Insured or any other person acting on behalf of the Insured

### 4 Compensation for Court Attendance

In the event of

- A) the legal advisers acting on behalf of the Insured with the consent of the Insurer requiring any principal partner Member director or Employee of the Insured to attend any court tribunal arbitration adjudication mediation or other hearing as a witness or
- B) the Insurer requesting the attendance of any principal partner Member director Trustee or Employee as an interested party at any mediation

in connection with a Claim made against the Insured and notified under this Policy the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required

- |  |      |
|--|------|
| A) Any principal partner Member or director of the Insured | £500 |
| B) Any Employee or Trustee                                 | £250 |

## Limits of Indemnity

- 1 The liability of the Insurer shall not exceed the Limit of Indemnity specified in the Schedule
- 2 Where the Insurer is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this Policy shall not exceed the Limit of Indemnity
- 3 All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

## Special Benefits

- 1 Where this Policy is a renewal of an immediately preceding Professional Indemnity insurance issued by the Insurer the Insurer will not avoid this Policy due to a breach of the Insured's duty of fair presentation provided that
  - A) such failure of the Insured's duty of fair presentation was neither deliberate or reckless
  - B) the Insurer may impose such terms and conditions as the Insurer would have imposed in the absence of such breach
  - C) where the Insured's breach of the duty of fair presentation was the failure to notify any circumstance known to the Insured or which should have been known to the Insured prior to the Period of Insurance which might reasonably be expected to produce a Claim Exclusion 22 A 2) (Previous Claims or Circumstances) shall not apply provided that
    - i) the Insured's failure to notify such circumstance was neither deliberate or reckless and
    - ii) if the indemnity or cover to which the Insured would have been entitled under any applicable preceding insurance was in any way more restrictive than that provided at the date of notification to the Insurer then indemnity or cover will be restricted to that applicable under such preceding insurance
- 2 If the Insured is in breach of Claims Conditions 1 (Claims Notification) or 4 (Supporting Documentation and Admissions) of this Policy then the Insurer shall not deny any claim but shall first apply provision C) in Special Benefit 1 (to the extent applicable) and then where such breach has prejudiced the handling or settlement of any claim reduce the amount payable in respect of such claim (including Defence Costs) to such sum as would have been payable by the Insurer in relation to that claim in the absence of such prejudice

## Renewal and cancellation

Shortly before each Policy anniversary the Insurer will tell the Insured the premium and terms and conditions that will apply for the following year or the Insurer may request the Insured to complete a renewal declaration form If the Insured want to change or cancel the cover they must tell the Insurer before the renewal date

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by the Insured

Renewal will not be invited unless a satisfactory declaration is received by the Insurer when requested prior to expiry of the Period of Insurance Failure to submit a renewal declaration form prior to expiry of the Period of Insurance will cause the Policy to be lapsed from the expiry date

If the Insured pays by direct debit and the Insurer does not request a renewal declaration form the Insurer will renew the Policy and continue to collect payments unless told before the renewal date that the Policy is to cancel If the Insured pays by any other method they must submit a further payment if they wish to renew the Policy

## Complaints Procedure

### OUR COMMITMENT TO CUSTOMER SERVICE

At Intact Insurance we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right.

### Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Ensure you are clear on how to escalate your complaint, if necessary

### Step 1

If your complaint relates to your policy then please contact the sales and service team in the office which issued the Policy or your Broker. If your complaint relates to a claim then please call the claims number on the Claim Notification page of this policy wording.

We aim to resolve your concerns on an informal basis, within three business days. Where we have been able to, we will send you a letter confirming this. We'll also explain how you may be able to refer the matter to the Financial Ombudsman Service if you subsequently decide that you are unhappy with the outcome.

### Step 2

In the unlikely event that we are unable to resolve your concerns through our informal complaints process, our Customer Relations Team will then review the matter on behalf of our Chief Executive. Once our Customer Relations Team have reviewed your complaint they will send you a final decision in writing within 8 weeks of the date we received your complaint.

Our Customer Relations Team's contact details are as follows:

**Post:**  
**Intact Insurance**  
**Customer Relations Team**  
**P O Box 255**  
**Wyndham**  
**NR18 8DP**  
**Email: [customerrelations@intactinsurance.co.uk](mailto:customerrelations@intactinsurance.co.uk)**

### If you are still not happy

If you are still unhappy after our Customer Relations Team's review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

**Post:**  
**Financial Ombudsman Service**  
**Exchange Tower**  
**London**  
**E14 9SR**

**Telephone:**  
**0800 0234567 (free from mobile phones and landlines)**  
**0300 1239123 (costs no more than calls to 01 or 02 numbers)**

**Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**  
**Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

**You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.**

# Privacy Notice

At Intact Insurance UK Limited we provide commercial insurance policies directly or in partnership with other organisations.

Where individuals are covered under the terms of these insurance policies we may need to process their personal information.

Information including the purpose and basis for the processing, how long data will be retained for and about the individual rights under the data protection regulation can be found at: [www.intactinsurance.co.uk/privacy-notice/](http://www.intactinsurance.co.uk/privacy-notice/)

If you have any questions or comments about this Privacy Notice please contact:

The Data Protection Officer  
Intact Insurance  
The Capital Building  
39 Old Hall Street  
Liverpool  
L3 9PP

You may also email us at [privacy@intactinsurance.co.uk](mailto:privacy@intactinsurance.co.uk)

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