

# Your Professional Indemnity Miscellaneous Professions Policy



# Professional Indemnity for Miscellaneous Professions

## Introduction

Welcome to Aviva. We are committed to providing a first-class service. Aviva is the UK's largest insurer with over 200 years' experience in the insurance industry.

This is your insurance policy which sets out your insurance protection in detail.

Your premium has been calculated on the basis of the extent of cover you have selected which is specified in the schedule, the information you have provided and the declaration you have made. Please read the policy and the schedule carefully to ensure that the cover meets your requirements.

Please contact your insurance adviser if you have any questions or if you wish to make adjustments. Your insurance adviser's details are:

HENCILLA CANWORTH LTD  
SIMPSON HOUSE  
6 CHERRY ORCHARD ROAD                      CROYDON  
CR9 6AZ

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## Contents

This policy consists of individual sections. You should read this policy in conjunction with the schedule which confirms the sections you are insured under and gives precise details of the extent of your insurance protection.

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### Policy Schedule

# Contact details for claims and help

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## Services

As an Aviva customer, you can access additional services to help you keep your business running smoothly. For our joint protection telephone calls may be recorded and/or monitored.

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## Claims Service

**Telephone: 020 7157 2569**

**E-Mail: [prclms@aviva.co.uk](mailto:prclms@aviva.co.uk)**

**Postal Address:**

The Senior Claims Manager  
Aviva Corporate and Speciality Risk  
Level 18  
St Helen's  
1 Undershaft  
London  
EC3P 3DQ

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## Legal and Tax Helpline

**0845 300 1899**

Call this helpline anytime, day or night, for advice on legal or tax matters in the United Kingdom. Given in confidence, the advice is free and you pay for just the cost of the call.

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## Risk Solutions Helpline

**0845 366 6666**

Call for advice on safety, fire, security and other issues that can affect your business. Most enquiries can be dealt with over the telephone, but if we can't give you an immediate answer, we will deal with your enquiry within one working day. This service is available during office hours with an answering service outside these times.

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## Counselling Service Helpline

**0117 934 0105**

This is a confidential service available to your staff to help deal with personal issues such as bereavement, divorce, the threat of violence in the workplace and bullying at work.

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## Website

**[www.cutredtape.co.uk](http://www.cutredtape.co.uk)**

This is Aviva's free website offering many tools and resources to help you manage your business effectively. You'll get access to

- β over 700 legal and business guides across HR, sales and marketing, finance, technology, law and risk management
- β easy to use templates to build legal documents including employee contracts, health and safety policies, dismissal letters
- β discounts on Legal Services
- β email alerts on changes in law, legislation and regulation.

To register, please visit [www.cutredtape.co.uk](http://www.cutredtape.co.uk) and use the voucher code CRTAVIVA for exclusive discounts on a range of legal documents and services.

# Complaints Procedure

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## Our Promise of Service

Our goal is to give excellent service to all our customers but we recognise that things do go wrong occasionally. We take all complaints we receive seriously and aim to resolve all our customers' problems promptly. To ensure that we provide the kind of service you expect we welcome your feedback. We will record and analyse your comments to make sure we continually improve the service we offer.

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## What will happen if you complain

β We will acknowledge your complaint promptly.

β We aim to resolve all complaints as quickly as possible.

Most of our customers' concerns can be resolved quickly but occasionally more detailed enquiries are needed. If this is likely, we will contact you with an update within 10 working days of receipt and give you an expected date of response.

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## What to do if you are unhappy

If you are unhappy with any aspect of the handling of your insurance we would encourage you, in the first instance, to seek resolution by contacting your insurance adviser or Aviva Insurance, Professional Indemnity, Mezzanine Level, St Helen's, 1 Undershaft, London EC3P 3DQ. You can write or telephone, whichever suits you, and ask your contact to review the problem.

If you are unhappy with the outcome of your complaint you may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone:

0800 023 4567 (free from landlines) or  
0300 123 9123

Or simply log on to their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Whilst we are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure does not affect your right to take legal action.

# Important Information

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## Choice of Law

The appropriate law as set out below will apply unless you and the insurer agree otherwise.

1. The law applying in that part of the United Kingdom, Channel Islands or Isle of Man in which you, the policyholder, normally live or (if applicable) the first named policyholder normally lives  
or
2. In the case of a business, the law applying in that part of the United Kingdom, Channel Islands or Isle of Man where it has its principal place of business  
or
3. Should neither of the above be applicable, the law of England and Wales will apply.

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## Financial Services Compensation Scheme

We are members of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from this scheme if we cannot meet our obligations, depending on the type of insurance and the circumstances of your claim.

Further information about the scheme is available from the FSCS website [www.fscs.org.uk](http://www.fscs.org.uk), or write to

Financial Services Compensation Scheme  
10th floor, Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

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## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

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## Customers with Disabilities

This policy and associated documentation are available in large print, audio and braille. If you require any of these formats, please contact your insurance adviser.

# The Contract of Insurance

Your policy wording, the information You have provided and/or the application form, the statement of fact, the policy Schedule, or notice issued by Us at renewal and any endorsement together form the contract of insurance between Us and You, and must be read together.

In return for You having paid or agreed to pay the premium, We will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on the policy.

## Important

This policy is a legal contract. You must tell Us about any material circumstances which affect Your insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence Our judgement in determining whether to provide the cover and, if so, on what terms.

If You are not sure whether a circumstance is material ask Your insurance adviser.

If You fail to tell Us it could affect the extent of cover provided under the policy.

You should keep a written record (including copies of letters) of any information You give Us or Your insurance adviser when You renew this policy.

## Breach of Term

We agree that where there has been a breach of any term (express or implied) which would otherwise result in Us automatically being discharged from any liability, then such a breach shall result in any liability We might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that We will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

## Terms not relevant to the actual loss

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of

- β loss of a particular kind, and/or
- β loss at a particular location and/or
- β loss at a particular time,

then We agree that We may not rely on the non-compliance to exclude, limit or discharge Our liability under this policy if You show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.



**AVIVA**





## **Additional Benefits**

## **Additional Benefits**

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## Definitions

Each time We use one of the words or phrases listed below, it will have the same meaning wherever it appears in Your policy unless We state otherwise. In this policy the singular includes the plural and vice versa. A defined word or phrase will start with a capital letter each time it appears in the policy, except for headings and titles.

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## Bodily Injury

Any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

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## Business

The provision of professional advice or professional services by You which are directly connected to the activities stated in the Schedule.

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## Claim

Demand made against You consisting of or arising from any

- (1) demand, whether oral or in writing, for damages or compensation
- (2) notice of intention, whether oral or in writing, to commence legal proceedings
- (3) communication invoking any pre-action protocols
- (4) notification of arbitration, ombudsman or adjudication proceedings.

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## Collateral Warranty or Duty of Care Agreement

Any contractual or other agreement entered into by You which acknowledges or accepts that You owe a duty of care to, or are or may be responsible for, the losses of any party other than Your direct client to whom You are contracted to provide services.

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## Computer system

Any

- (1) computer, data processing equipment, media or part thereof
- (2) electronic system of data storage and retrieval, or electronic communications system, network, protocol or part thereof
- (3) electronic storage device, microchip integrated circuit, real time clock system or similar device
- (4) computer software (including but not restricted to application software, operating systems, runtime environments or compilers), firmware or microcode
- (5) electronic documents utilised in the ownership, security and management of Your electronic communication system, worldwide web site, internet site, intranet site, extranet site, or web address.

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## Documents

Any

- (1) project models or displays
- (2) deeds, wills or agreements
- (3) maps, plans, records, photographs, negatives, calculations or drawings
- (4) written or printed books, letters, certificates, documents or forms of any nature whatsoever
- (5) computer software, files, documents and systems records, digitised data, information recorded or stored in a format for use with a computer

which are Your property, are under Your custody or control, or for which You are responsible.

This definition does not include bearer bonds, evidence of share ownership (whether in electronic or other form), coupons, bank or currency notes and other negotiable paper.

<b>Employee</b>	<p>(1) Any person who is or has been under a contract of service or apprenticeship with You.</p> <p>(2) Any person who is or has been</p> <ul style="list-style-type: none"><li>(a) self employed</li><li>(b) a voluntary helper</li><li>(c) engaged under a work experience or training scheme</li><li>(d) seasonal or temporary personnel</li><li>(e) agency staff</li></ul> <p>while working under Your control in connection with the Business.</p>
<b>Excess</b>	<p>The first part of each and every payment in relation to a Claim or loss which is payable by You rather than Us. The amount of the Excess is stated in the Schedule.</p> <p>The Excess does not apply to Other Costs or the Additional Cover section.</p>
<b>Joint Venture</b>	<p>Any limited liability company, limited liability partnership, partnership or other contractual arrangement formed by a Named Policyholder with others to engage in a joint business enterprise for profit under the terms of a legally binding joint venture agreement.</p>
<b>Limit of Indemnity</b>	<p>The maximum amount stated in the Schedule We will pay in respect of any one Claim or loss and in total for all Claims first made or losses first discovered during any one Period of Insurance.</p> <p>All Claims or losses arising from any dishonesty or fraud committed by a person acting alone or in collusion with others shall be treated as one Claim or loss.</p>
<b>Other Costs</b>	<p>All costs and expenses incurred in the investigation, defence or settlement of any Claim or loss in so far as those costs and expenses have been incurred with Our written consent.</p>
<b>Period of Insurance</b>	<p>From the effective date until the expiry date shown in the Schedule.</p>
<b>Pollution</b>	<p>Any pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them, whether permanent or transitory and however occurring.</p> <p>This definition does not include pollution or contamination by asbestos.</p>
<b>Proposal</b>	<p>Any signed proposal form, renewal declaration, statement of fact or any additional information supplied to Us by You or on Your behalf.</p>
<b>Schedule</b>	<p>The document which specifies Your details and details of the Business, Excess, Limit of Indemnity, Period of Insurance, other limits and any endorsements applying to this policy.</p>
<b>Terrorism</b>	<p>Any act or acts including but not limited to</p> <ul style="list-style-type: none"><li>(1) the use or threat of force and/or violence and/or</li><li>(2) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means</li></ul> <p>caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part for political, religious, ideological or similar purposes.</p>
<b>We / Us / Our / Aviva</b>	<p>Aviva Insurance Limited.</p>

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**You / Your / The Policyholder /  
The Insured**

- (1) Any individual, partnership, limited liability partnership, company or limited company named in the Schedule (hereinafter referred to as a 'Named Policyholder') or any predecessor in business of such individual, partnership, limited liability partnership, company or limited company as declared to Us.
- (2) Any person who is or has been or who becomes a director, partner, member, principal or Employee of any person or body referred to in (1) above but only in respect of work undertaken for or on behalf of any person or body referred to in (1) above.
- (3) The estate, heirs, executors, legal or personal representatives of any person or body referred to in (1) or (2) above in the event of their death, incapacity, insolvency or bankruptcy.

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**Cover**

- (1) We will indemnify You in respect of any Claim (including Other Costs associated with such Claim) arising out of the conduct of Your Business, first made against You during the Period of Insurance and notified to Us in accordance with the Claims Conditions, for any civil liability including claimant's costs and expenses arising from
  - (a) any negligent act, negligent error or negligent omission committed by You
  - (b) any dishonest or fraudulent act committed by any of the past or present partners, directors or Employees of The Policyholder(s) named in the Schedule
  - (c) any loss of or damage to Documents.
- (2) We will indemnify You for reasonable costs and expenses incurred by You in respect of any reasonable action taken to mitigate a loss or potential loss or Claim that would otherwise be the subject of indemnity under this policy provided that
  - (a) We give prior written consent to You incurring such costs and expenses  
and
  - (b) You prove to Our satisfaction that the amount of the costs and expenses to be incurred are less than any likely award of damages arising from the same potential Claim or (as applicable) any potential loss.
- (3) We will indemnify You in respect of any Claim (including Other Costs associated with such Claim) arising out of the conduct of the business of a Joint Venture, first made against You during the Period of Insurance and notified to Us in accordance with the Claims Conditions, for any civil liability including liability for claimant's costs and expenses attaching to You and arising from any negligent act, negligent error or negligent omission committed by You arising out of and in the course of Your participation in such Joint Venture.

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## Cover *(continued)*

Provided that

- (a) all fees/turnover from such Joint Venture have been declared to and accepted by Us
- (b) this extension only applies to You and
  - (i) no other participant in the Joint Venture or any other parties have any rights to indemnity under this policy
  - (ii) We have no liability to pay any contribution to any insurer of any other participant in the Joint Venture.

In respect of any Claim or loss, We will not provide indemnity to any person committing or conspiring to commit or condoning any dishonest or fraudulent act or omission.

**Our total liability under this Cover clause including Other Costs shall not exceed the Limit of Indemnity.**

**We shall not be liable for the Excess or any lesser amount for which a Claim or loss may be settled.**

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## Exceptions

We will not provide indemnity in respect of

- (1) any Claim or loss arising directly or indirectly from or caused by any dispute between You and any present or former Employee or any person who has applied for or been offered employment with You.
- (2) any Claim or loss arising directly or indirectly from or caused by
  - (a) any Bodily Injury of any Employee whilst in the course of their employment with You
  - (b) any other Bodily Injury or loss of or damage to property unless arising from an alleged breach of professional duty in the conduct of Your Business.
- (3) any fines or penalties or any punitive, multiple, aggravated or exemplary damages where such can be identified separately within any award of any court or tribunal.
- (4) any Claim brought by any entity
  - (a) in which You exercise a controlling interest
  - (b) which exercises a controlling interest over Your Business by virtue of having a financial or executive interest in Youunless such Claim arises from or is caused by a claim made against such entity by an independent third party.
- (5) any Claim made against You solely in Your capacity as a director, officer or trustee unless arising from an alleged breach of professional duty in the conduct of Your Business.
- (6) any Claim or loss arising from any plan, programme or scheme established or maintained to provide benefits to You or any Employee.
- (7) any Claim or loss arising directly or indirectly from or caused by the ownership, possession or use, by You or on Your behalf, of any aircraft, watercraft, hovercraft, motor vehicle or trailer.
- (8) any Claim or loss arising directly or indirectly from or caused by

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## Exceptions *(continued)*

- (a) the ownership, possession or use, by You or on Your behalf, of any buildings, structures, premises or land, or
  - (b) that part of any building leased, occupied or rented by You, or
  - (c) any other property (mobile or immobile) belonging to You.
- (9) any Claim or loss arising from any dishonest or fraudulent act or omission
- (a) committed by any person after the discovery, in relation to that person, of reasonable cause for suspicion of any dishonest or fraudulent act or omission
  - (b) unless Your annual accounts have been prepared or certified by an independent and properly qualified accountant or auditor.
- (10) any Claim or loss arising from any defamation unless You can show that it was committed by You in good faith.
- (11) any Claim or loss arising out of liability assumed by You under any contractual agreement, warranty, Collateral Warranty or Duty of Care Agreement
- (a) whereby You assumed a standard of care greater than that reasonably expected of Your profession, or
  - (b) by which you warranted or guaranteed a particular outcome, or
  - (c) by which You agreed to pay a contractual penalty or liquidated damages in the event of breach, or
  - (d) which provides greater benefit or a longer lasting benefit than that given to the party with whom You originally contracted, or
  - (e) for losses caused otherwise than through Your negligent acts or omissions
- unless such liability would have attached to You in the absence of the features listed above.
- For the avoidance of doubt this exception does not apply simply because any such agreement may have been executed as a deed rather than by hand.
- (12) any Claim or loss arising directly or indirectly from or caused by Pollution.
- (13) any Claim or loss arising directly or indirectly from, in consequence of, contributed to or aggravated by asbestos in whatever form or quantity, whether alleged or actual.
- (14) any Claim or loss arising out of or relating directly or indirectly to Your insolvency or bankruptcy.
- (15) any Claim or loss arising from any trading losses or trading liabilities incurred by any business managed by or carried on by You.
- (16) any liability arising from
- (a) the defective workmanship of any construction, installation, repair, alteration or maintenance work
  - (b) any manufacturing defect in any goods or products supplied by You.
- (17) any Claim or loss arising directly or indirectly from or caused by any work undertaken by You or on Your behalf prior to any retroactive date stated on the Schedule.

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## Exceptions *(continued)*

- (18) any Claim or loss where You are entitled to indemnity under any other policy except in respect of any excess beyond the amount which would have been payable under such insurance had this policy not been effected.
- (19) any Claim, circumstance that might give rise to a Claim, or loss which
- (a) has been notified under any other insurance attaching prior to the inception of this policy
  - (b) You were or should, after reasonable enquiry, have been aware of prior to the inception of this policy.
- (20) any Claim
- (a) instituted or pursued in the United States of America, its territories and possessions and/or Canada (including without limitation the enforcement of a judgement or finding of a court or tribunal of another jurisdiction or otherwise)
  - (b) in which it is contended that the laws of the United States of America, its territories and/or possessions or Canada should or do apply
  - (c) which involves the enforcement or attempted enforcement of a judgement or finding of a court or tribunal of the United States of America, its territories and/or possessions or Canada.
- (21) any Claim or loss arising directly or indirectly from or caused by the transmission or receipt of any computer virus or any other computer program or code designed to produce unexpected, unauthorised or undesirable effects or operations.
- (22) any 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.
- (23) any Claim, loss or consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event
- (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power
  - (b) Terrorism
  - (c) any action taken in controlling preventing suppressing or in anyway relating to (a) and/or (b) above.

In any action, suit or other proceedings, where We allege that any Claim or loss falls within (a) and/or (b) above, regardless of any other contributory cause or event, We shall not be required to prove the operation of the relevant exception. The burden of proving that the relevant exception does not apply shall be upon You.



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## Exceptions *(continued)*

(24) any Claim or loss arising from any loss of or damage to Documents which are stored on a Computer System unless such Documents are backed up with the intention that in the event of loss or damage the back up can be used as the basis for restoring the Documents to their original status.

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## Additional Cover

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### (1) Payment for Court Attendance

We will compensate You, subject to Our prior written consent, if We require You to attend court as a witness in connection with a Claim for which You are entitled to indemnity under this policy.

Our total liability under this clause shall not exceed the amount stated in the Schedule as applying to this clause.

### (2) Representation Costs

We will pay on Your behalf any reasonable costs and expenses incurred by You for representation at properly constituted hearings, tribunals or proceedings provided that

(a) such costs and expenses are incurred with Our prior written consent and

(b) the subject of the hearing, tribunal or proceedings relates to a circumstance first notified to Us during the Period of Insurance which may become a Claim and in respect of which We may be obliged to provide an indemnity under the terms of this policy.

Our total liability under this clause shall not exceed the amount stated in the Schedule as applying to this clause.

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## Claims Conditions

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If in relation to any Claim or loss You fail to fulfil or observe the requirements imposed upon You by any of these Claims Conditions You will lose Your right to indemnity or payment for that Claim or loss.

(1) You shall give written notice to Us as soon as practicable if, during the Period of Insurance and regardless of any Excess, You

(a) receive any Claim, or

(b) receive any notice of intention to make a Claim, or

(c) discover a reasonable cause for suspicion of any dishonesty or fraud on the part of any past or present director, partner, member or Employee of Yours, whether giving rise to a Claim or not.

In the event that it is not possible to give Us such notice before the end of the Period of Insurance then You must do so not later than 10 days after the end of the Period of Insurance.

(2) It is a condition precedent to Our liability that if You become aware of any circumstance that might give rise to a Claim or loss, You shall give written notice to Us of such circumstances as soon as practicable and in any event not later than the last day of the Period of Insurance.

Any Claim or loss subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstances was first received by Us.

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## Claims Conditions (continued)

All written notices should be sent to  
The Senior Claims Manager  
Aviva Corporate and Speciality Risk  
Level 18  
St Helen's  
1 Undershaft  
London EC3P 3DQ  
Tel. 020 7157 2569

(3) In the event of a Claim or loss or the discovery of a circumstance that might give rise to a Claim or loss You must not admit liability for or settle any Claim or incur any related costs or expenses without Our written consent.

(4) In the event of a Claim or loss or the discovery of a circumstance that might give rise to a Claim or loss, We will be entitled, at Our own expense at any time, to take over and conduct in Your name (but at Our sole discretion) the defence or settlement of any such Claim or loss provided always that, if there is any dispute between You and Us as to whether a Claim should be defended, We cannot require You to continue to defend a Claim unless a Queen's Counsel (whose identity is agreed with Us) advises that the Claim should be defended.

If We do take over and conduct the defence or settlement of any such Claim or loss You shall give Us (and any consultants, agents or advisers who may be appointed by Us) all such information and assistance as We may reasonably require and that is in Your power to provide.

Without prejudice to the generality of the above, Your duty to assist Us includes

- (a) providing all such information, documents (including access to those held in computerised or electronic format), assistance, signed statements or depositions as may be required to facilitate compliance with any civil procedure rules, practice directions and pre-action protocols as may be issued
- (b) ensuring that all documents and records that might be relevant or otherwise required by Us as preserved (and, in the case of documents or records that are computerised or otherwise held electronically, ensuring that they are retained in a readily-retrievable form)
- (c) allowing Us to present the best possible defence of a Claim within the time constraints available
- (d) ensuring ready access to all and any information that We may require in the defence of a Claim or investigation of a loss
- (e) ensuring the payment, on demand, of the Excess, in conjunction with the terms of any settlement agreed by Us.

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## General Conditions

- (1) In connection with any Claim, We may at any time pay You the amount of the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any lesser amount for which We believe that such Claim can be settled and thereupon We shall relinquish the control of such Claim and be under no further liability in connection therewith except for costs and expenses incurred prior to the date of such payment and for which We may be responsible under this policy.
- (2) The Limit of Indemnity and the Excess apply to all of You jointly. If more than one Insured is named in the Schedule, the total amount We will pay will not exceed the amount We would be liable to pay to any one of You.
- (3) If any payment is made by Us to You under the terms of this policy, You grant to Us all rights of recovery that You would have had against any parties from whom a recovery may be made and You will take all reasonable steps to preserve and not to prejudice such rights.
- (4) If a Claim made by You or anyone acting on Your behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, We may

- (a) refuse to pay the Claim
- (b) recover from You any sums paid by Us to You in respect of the Claim
- (c) by notice to You cancel the policy with effect from the date of the fraudulent act without any return of premium

If We cancel the policy under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than You and a Claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the Claim, We may

- (a) refuse to pay the Claim
- (b) recover any sums paid by Us in respect of the Claim (from You or such person, depending on who received the sums or who benefited from the cover provided)
- (c) by notice to You and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover

If We cancel a person's cover under (c) above, then We may refuse to provide cover after the time of the fraudulent act. This will not affect any liability We may have under such cover occurring before the time of the fraudulent act.

- (5) A person or company 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.

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## General Conditions (continued)

- (6) This policy, its endorsements and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the policy, endorsements or the Schedule shall bear the same meaning wherever it may appear unless the contrary is indicated.
- In the event that there is any conflict between the terms of this policy and the Schedule, the terms of the Schedule shall prevail.
- (7) Where a Claim or loss involves the dishonest or fraudulent act or omission of any former or present partner, director, member, consultant or Employee of Yours
- (a) You shall at Our request and expense take all reasonable steps to obtain reimbursement from such person or from their estates or legal or personal representatives
  - (b) any monies which but for the dishonest or fraudulent act or omission would be due to such persons from You or any monies of such persons held by You shall be deducted from any amount payable under this policy
  - (c) no indemnity in respect of such Claim or loss shall be afforded to any person committing or condoning such dishonest or fraudulent act or omission
  - (d) nothing herein shall preclude Us from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission.
- (8) You shall not be required to contest any legal proceedings unless a senior barrister (to be mutually agreed upon between You and Us) shall advise that such action has a reasonable prospect of success.
- (9) You must pay the premium and any relevant taxes when due. Failure to do so will entitle Us to cancel the policy in accordance with the Cancellation Condition. If the premium has not been paid on the due date, whether or not We elect to cancel the policy, We will not be liable to indemnify You in respect of any Claims made or pay any losses occurring prior to the date on which the premium is received.
- (10) We will automatically extend this policy to indemnify any entity acquired by You during the Period of Insurance provided that
- (a) In the 12 month period immediately preceding such acquisition, the revenue of the entity did not exceed 10% of Your annual revenue
  - (b) In the five year period immediately preceding the acquisition, the entity has had no claims or losses in excess of £25,000 in the aggregate and is not aware of any circumstance which may give rise to a claim
  - (c) You have undertaken due diligence prior to the acquisition and are not aware of any potential liability which could result in a claim under this policy
  - (d) The entity is domiciled in and provides all of its services within the United Kingdom
  - (e) The services performed by the acquired entity are similar to those provided by You.

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## General Conditions (continued)

Any acquisition which does not meet provisos (a) - (e) above will be automatically indemnified by this policy for a period of 30 days following the acquisition or (if earlier) until the expiry of the Period of Insurance for acts committed after the date of acquisition. We are under no obligation to extend cover to the entity beyond that date. We may provide Our written consent to extend cover subject to You complying with any additional terms, conditions, endorsements and paying any additional premium which We, at Our sole discretion, deem appropriate.

If We decide not to extend cover, or Our amended terms, conditions or additional premium are not acceptable to You, We may cancel this policy.

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## Special Condition

- (1) If You have breached Your duty to make a fair presentation of the risk to Us before this policy was entered into, then:
- (a) where the breach was deliberate or reckless, We may avoid this policy and refuse all Claims, and keep all premiums paid
  - (b) where the breach was neither deliberate nor reckless, and but for the breach:
    - (i) We would not have agreed to provide cover under this policy on any terms, We may avoid this policy and refuse all Claims, but will return any premiums paid
    - (ii) We would have agreed to provide cover under this policy but on different terms (other than premium terms), We may require that this policy includes such different terms with effect from its commencement and/or
    - (iii) We would have agreed to provide cover under this policy but would have charged a higher premium, Our liability for any loss amount payable shall be limited to the proportion that the premium We charged bears to the higher premium We would have charged, as outlined in Schedule 1 to the Insurance Act 2015

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## Special Condition (continued)

- (2) If You have breached Your duty to make a fair presentation of the risk to Us before any variation to this policy was agreed, then:
- (a) where the breach was deliberate or reckless, We may cancel this policy with effect from the date of the variation, and keep all premiums paid
  - (b) where the breach was neither deliberate nor reckless, and but for the breach:
    - (i) We would not have agreed to the variation on any terms, We may treat this policy as though the variation was never made, but will return any additional premiums paid
    - (ii) We would have agreed to the variation but on different terms (other than premium terms), We may require that the variation includes such different terms with effect from the date it was made  
and/or
    - (iii) We would have agreed to the variation but would have increased the premium, or would have increased it by more than We did, or would not have reduced it or would have reduced it by less than We did, Our liability for any loss amount payable shall be limited on a proportionate basis, as outlined in Schedule 1 to the Insurance Act 2015.

- (3) Where You should have notified, during a preceding policy period, either a Claim or circumstance which could give rise to a Claim and the indemnity or cover to which You would have been entitled was in any way more restricted than that provided at the date of notification, We shall be liable only to the extent applicable during such preceding policy period.

If We were not the Insurer for the policy period during which the Claim or circumstance ought to have been notified then, unless You provide Us with a copy of the insurance policy that applied during the relevant period, the comparison will be with the standard form of professional indemnity policy that would have been issued by Us, had We been Your insurer, as at the beginning of the relevant policy period.

This condition operates in addition to any provisions relating to underinsurance in this policy.

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## Cancellation Condition

- (1) You may cancel this policy at any time after the date We have received the premium, by providing 30 days notice in writing to Us.
- (2) If there is a default under Your Aviva credit agreement which finances this policy, We may cancel this policy by providing notice in writing to You in accordance with the default termination provisions set out in Your Aviva credit agreement.

If Your policy is cancelled under (1) or (2) above, and provided that there have been no:

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## **Cancellation Condition** *(continued)*

- (a) claim(s) made under the policy for which We have made a payment
  - (b) claim(s) made under the policy which are still under consideration
  - (c) circumstances which might give rise to a Claim reported to Us or, if You are aware of any circumstances which might give rise to a Claim, have yet to be reported to Us
- during the current Period of Insurance We may, at Our discretion, refund to You a proportionate part of the premium paid for the unexpired period.
- (3) Where there is no Aviva credit agreement to finance this policy, We will cancel this policy from the inception date if the premium has not been paid and no return premium will be allowed. Such cancellation will be confirmed in writing by Us to Your last known address.
- (4) We may also cancel this policy at any time by sending not less than 30 days notice in writing to Your last known address.
- We will refund a proportionate part of the premium for the unexpired period provided that there have been no:
- (a) claim(s) made under the policy for which We have made a payment
  - (b) claim(s) made under the policy which are still under consideration
  - (c) circumstances which might give rise to a Claim reported to Us or, if You are aware of any circumstances which might give rise to a Claim, have yet to be reported to Us
- during the current Period of Insurance.

