



direct line
for business

Professional Indemnity Insurance

All you need to know



Free Business Advice Service

These helplines are provided for Your use whilst Your Policy is in force.

Eurolaw Commercial Legal and UK Tax Advice 0330 100 7901

Unlimited access to a team of legal advisors, for confidential legal advice and guidance on any commercial legal problem such as:

- Employment
- VAT
- Prosecution
- Contract disputes
- Landlord and tenant disputes

Please note that advice on motoring matters is not available.

Eurolaw Commercial Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England, Scotland, Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other **Member** country of the European Union
- Switzerland and Norway

Tax advice can only be offered in respect of matters subject to the laws of the United Kingdom.

Specialist legal advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, You will be called back the next working day between 9am and 5pm.

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, You will be called back the next working day between 9am and 5pm.

This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited all calls are recorded.

Stress Counselling Helpline 0345 878 5029

Available 24 hours each day, seven days every week, all year round.

A confidential counselling service for any Employee (and their family) over the telephone, assisting issues such as:

- Stress
- Relationship
- Depression
- Bereavement
- Family

This service can also help with:

- Onward referral to relevant voluntary, self-help groups or professional services
- Availability of planned (weekly) telephone counselling sessions, time to suit caller
- Details of face to face counsellors in Your area

Any costs arising from the use of these referral services will not be paid by DAS.

This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Ltd, all calls are recorded.

DAS will not accept responsibility if the telephone helpline services operated by them are unavailable for reasons they cannot control.

In addition to these helplines, DAS offer on Our behalf access to the DAS Employment Manual.

Employment manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for Your own use.

Contact DAS at employmentmanual@das.co.uk with Your email address, quoting Your policy number and DAS will contact You by email to inform You of future updates to the information.

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Definitions

"ALTERNATE" any individual practitioner, partnership, limited liability partnership, Isle of Man limited liability company or company who or which is acting in connection with the arrangements to cover the incapacity or death of a sole practitioner.

"CLAIM" any written or oral demand for compensation or damages from, or the assertion of a right against, **You** and will be deemed to include any complaint or reference to any Ombudsman which arises out of the conduct of Professional Business carried on by, or on behalf of, **You**.

"CLAIMANT" means a person or entity which has made or may make a Claim including (without limitation) a Claim for contribution or indemnity, and will be deemed to include a complainant to the Ombudsman.

"DEFENCE COSTS" means any costs, disbursements and expenses incurred by **You** with **Our** consent (such consent not to be unreasonably withheld) in:

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

"DIRECTOR" will have the meaning given by section 1173 of the Companies Act 2006, section 2 of the Companies Act 1963 of the Republic of Ireland or section 27 of the Companies Act 1990 of the Republic of Ireland (as appropriate) or any amendment or re-enactment thereof.

"Extended Policy Period" the period starting from the day immediately following the expiration of the original Period of Insurance and ending with the earliest to occur of:

- a the date that **You** obtain a replacement insurance policy that complies with the provisions of the Professional Indemnity Insurance regulations of the relevant Institute; being the Institute of Chartered Accountants in England and Wales the Institute of Chartered Accountants of Scotland or the Institute of Chartered Accountants in Ireland; or
- b 30 days from receipt by the relevant Institute of written notice from Us of the commencement of the Extended Policy Period.

"FIRM(S)": will be deemed to read "the firm(s) (ie partnership(s)) or sole practitioner(s) or company(ies) (limited or otherwise) or limited liability partnership(s) or Isle of Man limited liability company(ies) or any other entity(ies) named in the Schedule, and, save for the purposes of clause C3.3, it includes the predecessors in business of the said Firm(s).

"You/Your/Yours" all of the following persons, each of whom will be severally insured hereunder:

- a Any Firm(s);
- b Partners or Directors or Members of the Firm(s) (or named as the principal where, although **Your** trading style is such that it appears to be a Firm, in fact You are a sole practitioner) and any other person who may at any time during the Period of Insurance become a Partner or Director or Member in the Firm(s);

- c Any former Partner or Director or Member of the Firm(s) including any such former Partner or Director or Member whilst acting as a consultant to the Firm(s);
- d Any person who is or has been under a contract of service with the Firm(s);
- e Any person who is or has been under a contract for services with the Firm(s), save that such person will only benefit from this policy if and insofar as any Claim or Claims arise out of Professional Business carried on by such person for or on behalf of the Firm(s);
- f The estates and/or legal representatives of any Person noted under (b), (c), (d) or (e) hereof in the event of death, incapacity, insolvency or bankruptcy; or
- g Any person who is acting on behalf of the Firm(s) as an "Alternate".

"INSURED PERSON" means any natural person insured hereunder.

"We/Us/Our" means the underwriter or underwriters (as the case may be) of this policy as specified in the Schedule.

"MEMBER" any member of a limited liability partnership, including, without limitation, a designated member.

"OMBUDSMAN" any ombudsman to whose jurisdiction the Insured is subject by virtue of contract or law.

"PARTNER" will have the meaning given by the Partnership Act 1890.

"PERIOD OF INSURANCE" the period of insurance specified in the Schedule.

"PROFESSIONAL BUSINESS" advice given or services provided of whatsoever nature by or on **Your** behalf to a third party, wherever or by whomsoever given or provided irrespective of whether or not a fee is charged, but provided that if a fee is charged in respect of such advice or service then that fee is taken into account in ascertaining the income of the Firm(s).

The above definition of "Professional Business" will be deemed to extend to **You** whilst holding any individual personal appointment (including, but without prejudice to the generality of the foregoing, any appointment as a trustee or personal representative made or accepted in the course of **Your** business), but whilst holding an appointment as company secretary or registrar or Director of a company which is not a Firm it only extends to the performance of Services as defined in clause B7.

"SCHEDULE" the Schedule to this policy.

"SERVICES" provided whilst holding the appointment of company secretary, registrar or Director as referred to in the definition of "Professional Business" in clause B15 will mean all services performed or advice given by **You** in connection with tax matters, secretarial work, share registration, financial advice to management, book-keeping, management accounting, financial investigation and reports, the negotiation and settlement of financial claims, company formations, investment advice, insurance and pension scheme advice and computer consultancy.

Basis of contract

Institute of Chartered Accountants in England and Wales and Institute of Chartered Accountants of Scotland

Where **You** have submitted to **Us** a proposal containing particulars and statements made to the best of **Your** knowledge and belief which, together with any other information supplied to **Us** will be incorporated into this contract.

INSURING CLAUSES

In consideration of the payment or the promise of payment to **Us** of the premium specified in the Schedule **We** agree:

1 Civil Liability

To indemnify **You** in respect of any Claim or Claims first made against **You** during the Period of Insurance in respect of any civil liability (including liability for Claimants' costs, expenses and disbursements) arising out of and/or in connection with the conduct of any Professional Business carried on by, or on behalf of, **You**.

2 Awards by Ombudsmen

To indemnify **You** against any amount paid and/or payable and/or the costs of taking any steps which **You** are directed to take pursuant to or by the recommendation of any Ombudsman to the same extent as **We** are obliged under this policy to indemnify **You** in respect of any civil liability.

3 Defence Costs

To indemnify **You** in respect of Defence Costs provided that if a payment in excess of the amount of indemnity available under this policy has to be made to dispose of any Claim or Claims against **You**, **Our** liability for Defence Costs will be only that proportion which the limit of indemnity available under this policy bears to the amount which is required to be paid to dispose of such Claim or Claims.

For the avoidance of doubt, the limit of indemnity specified in the Schedule is exclusive of Defence Costs, and Defence Costs will be paid to **Us** over and above and in addition to sums paid pursuant to clause A1 and/or clause A2 and/or the limit of indemnity.

Exclusions

This policy will not indemnify **You** against any Claim:

- 1 Which is the subject of proceedings brought in any court of the United States of America or Canada or arises from Professional Business carried out from any office of the Insured situated in the United States of America or Canada.
- 2 Arising directly or indirectly from:
 - a bodily injury, mental injury, psychological injury, anguish, emotional distress, shock, sickness, disease or death sustained by **You**; and/or
 - b any dispute between **You** and any person who is or has been or has made an application to be under a contract of service with **You**.
- 3 For death of or bodily injury to or psychological injury, emotional distress or anguish, shock, sickness or disease of any person (not being an Insured Person), save that this exclusion will not apply to any Claim for psychological injury, emotional distress or anguish or shock which arises from any actual or alleged breach of duty in the performance of (or failure to perform) Professional Business.
- 4 For physical loss of or damage to property, save that this exclusion will not apply to any Claim for loss of or damage to property which arises from any actual or alleged breach of duty in the performance of (or failure to perform) Professional Business.
- 5 Arising directly or indirectly from the ownership, possession or use by the Insured of land, buildings, aircraft, watercraft, vessels or mechanically propelled vehicles.
- 6 Arising out of any circumstance which has been notified under any other policy of insurance attaching prior to the inception of this policy.
- 7 In respect of dishonest or fraudulent acts or omissions committed by any person after discovery or reasonable cause for suspicion of fraud or dishonesty on the part of that person.
- 8 Arising out of or in connection with any trading losses or trading liabilities incurred by any business managed by or carried on by **You**, but this exclusion is not to apply to any claims made against **You** for negligence in the normal course of their conduct of any receivership or procedures under the Insolvency Act 1986 or the Insolvency (Northern Ireland) Order 1989 or in the Republic of Ireland any receivership or insolvency procedures under the Companies Acts 1963 to 2005 or the Bankruptcy Act 1988 or any amendment or re-enactment thereof.
- 9 Arising out of the giving of any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments.
- 10 Directly or indirectly caused by, or contributed to by, or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or from war, invasions, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or

Special Conditions

confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

- 11** Save for the purposes of clauses C4.3(a) and C4.3(c), by **You** against another Insured Person.
- 12** For any fine or penalty or any multiple damages, exemplary or punitive damages or aggravated damages, save that:
 - a** this exclusion will not apply to any Claim relating to any actual or alleged defamation arising out of the conduct of Professional Business carried on by, or on **Your** behalf; and
 - b** this exclusion will not operate to exclude or limit (or be construed as excluding or limiting) the scope of indemnity afforded by clause A2.
- 13** Arising from any claim made against **You** directly or indirectly caused by, resulting from or in any way in connection with terrorism. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. Provided that any such exclusion does not exclude or limit **Our** liability to indemnify **You** against civil liability or related Defence Costs arising from any actual or alleged breach of duty in the performance of (or failure to perform) Professional Business. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.
- 14** Arising out of or relating directly or indirectly to or in consequence of seepage, pollution or contamination of any kind, save that this exclusion will not apply to any Claim which arises from any actual or alleged breach of duty in the performance of (or failure to perform) Professional Business.
- 15** Arising directly from goods sold, supplied, repaired, altered, manufactured, constructed, installed or maintained by **You** or by any person, acting for or on **Your** behalf. For the avoidance of doubt, the term 'goods' as referred to above will apply to Packaged Software, but will not apply to any other computer software or any amendments or adaptations of Packaged Software. Packaged Software will mean any software produced by a third party that is marketed for general distribution on a wholesale or retail basis. For the avoidance of doubt, this exclusion will not apply to any claim arising from amendments or adaptations made to Packaged Software by or on **Your** behalf.
- 16** Arising directly from any liability assumed by **You** under any express warranty or guarantee unless such liability would have attached to **You** notwithstanding such express warranty, or guarantee.
- 17** To the extent that payment of such Claim would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

1 Non Avoidance and Prejudice

1.1 We will not avoid this policy or claim to be discharged from any liability to provide any indemnity under this policy, on the grounds of any alleged non-disclosure or misrepresentation of facts or untrue statements in the proposal form or in any other information which may have been supplied by or on **Your** behalf to Us, provided always that **You** will establish to **Our** reasonable satisfaction that such alleged non-disclosure, misrepresentation of fact or untrue statement was free of any fraudulent conduct or intent to deceive.

1.2 In the event that any circumstance is notified **Us** and **You** had knowledge prior to the Period of Insurance of such circumstance and **You** should have notified it under any previous policy (whether with other insurers or not) the indemnity hereunder will be limited to the indemnity which would have been available under the earliest such previous policy if such circumstance had been properly notified.

2 Non-Compliance

2.1 Where **Your** breach of or non-compliance with any condition of this policy has resulted in prejudice to **Us**:

- a** in the handling or settlement of any Claim against **You**; or
- b** in the obtaining of reimbursement from any dishonest or fraudulent person as referred to in clause C4.3,

the indemnity afforded hereunder (including liability for Claimants' costs, expenses and disbursements) will be reduced to such sum as in **Our** reasonable opinion would have been payable by them in the absence of such prejudice.

3 Extended Policy Period

3.1 The Period of Insurance will be extended by the Extended Policy Period where **You** have not, prior to the expiration of the original Period of Insurance, obtained insurance complying with the provisions of the Professional Indemnity Insurance regulations of the relevant Institute, being the Institute of Chartered Accountants in England and Wales, the Institute of Chartered Accountants of Scotland or the Institute of Chartered Accountants in Ireland, incepting on and with effect from the day immediately following the expiration of the original Period Of Insurance. This special condition will not apply to policies of insurance issued by the Assigned Risks Pool.

4 Difference in Conditions Endorsement

4.1 In the event that there is any conflict between the terms and conditions under this policy and those of the approved wording contained in any Prospectus for Approved Insurers or similar document issued by the Insured's relevant governing professional body then:

- a** those terms and conditions contained in the Approved Wording which are more favourable to the Insured shall take precedence over any terms and conditions under this policy; and
- b** the limit of indemnity shall be no less than the (i) the minimum limit of indemnity required to be provided by the Insured's relevant governing professional body or (ii) the amount specified in the Schedule.

Notification and Claims Conditions

1 Claim/Circumstance notification

As conditions precedent to **Your** right to be indemnified under this Policy **You**:

- 1.1 will inform **Us** as soon as possible, and in any event within 28 days (provided always that such notification is received by **Us** before the expiry of the **Period of insurance**) of the receipt, awareness or discovery of:
 - a any claim made against **You**;
 - b any notice of intention to make a claim against **You**;
 - c any **Circumstance**;
 - d the discovery of reasonable cause for suspicion of dishonesty or fraud.

Such notice having been given as required in b, c or d above, any subsequent claim made will be deemed to have been made during the **Period of insurance**;

- 1.2 will not, in the event of a claim, or the discovery of information which may give rise to a claim, admit liability for or settle any claim, or incur any costs or expenses in connection therewith, without the written consent of **Us**; and
- 1.3 will, as soon as practicable given the circumstances, give all such information and assistance as **We** may require and provide **Your** full co-operation in the defence or settlement of any such claim.

Every letter of claim, writ, summons or process and all documents relating there to and any other written notification of claim will be forwarded, unanswered, to **Us** immediately they are received. **You** will at all times, in addition to **Your** obligations set out above, afford such information to and co-operate with **Us** to allow **Us** to be able to comply with such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice.

2 Conduct of claims

- 2.1 Following notification under condition 1 above **We** will be entitled at **Our** own expense to take over and within **Our** sole discretion to conduct in **Your** name the defence and settlement of any such claim.

Nevertheless neither **You** nor **Us** will be required to contest any legal proceedings unless a Queens Counsel (to be mutually agreed upon by **You** and **Us**) will advise that such proceedings should be contested.

- 2.2 **We** may at any time in connection with any claim made, pay to **You** the **Indemnity limit** (after deduction of any sums already paid) or any lesser sum for which, in **Our** sole opinion, the claim can be settled and upon such payment being made **We** will relinquish the conduct and control of and have no further liability in connection with the claim. For the avoidance of doubt **We** will have no liability to pay **Defence costs and expenses** incurred after the date upon which any such payment is made.

General Conditions

1 Limit of indemnity

- a The limit of indemnity which is available to meet any payments made or payable in relation to a Claim or Claims (excluding Defence Costs) arising from authorised work as defined under the Probate Regulations of the Institute of Chartered Accountants in England and Wales, during the Period of Insurance, will be on an each and every claim basis. The limit of such indemnity will be no less than the minimum level of Professional Indemnity Insurance cover (per claim) required under the Probate Regulations unless a higher amount is specified in the Schedule.
- b The limit of indemnity which is available to meet any payments made or payable in relation to a Claim or Claims (excluding Defence Costs) arising from insurance mediation work as defined in the Designated Professional Body Handbook of the Institute of Chartered Accountants in England and Wales/of Scotland/in Ireland as applicable during the Period of Insurance will be no less than the minimum level of Professional Indemnity Insurance cover required under the Designated Professional Body Handbook unless a higher amount is specified in the Schedule.
- c The limit of indemnity available to meet any payments made or payable in relation to all other Claims (excluding Defence Costs) arising from **Your** Professional Business during the Period of Insurance will be no less than the aggregate limit of indemnity specified in the Schedule. Such liability will not be varied or deemed varied by the number or type of Insureds or Claims under this policy.

2 Notification

- 2.1 **You** will give **Us** notice in writing as soon as reasonably practicable and in any event not later than 7 days after the end of the Period of Insurance of:
 - a any Claim;
 - b the receipt by **You** during the Period of Insurance of any notice from any person of an intention to make a Claim. Any Claim arising therefrom and/or in connection therewith will be deemed to have been first made during the Period of Insurance; or
 - c the discovery during the Period of Insurance of reasonable cause for suspicion of dishonesty or fraud on the part of any former or present Partner, Director, Member, employee, consultant, sub-contractor or Alternate of the Firm(s), whether giving rise to a claim under this policy or not.
- 2.2 If during the Period of Insurance **You** become aware of any circumstance which may give rise to a Claim, **You** will give notice in writing of such circumstance **Us** as soon as reasonably practicable and in any event not later than the last day of the Period of Insurance. Any Claim arising from such circumstance will be deemed to have been first made in the Period of Insurance.

3 Excess

- 3.1** If an amount is specified in the Schedule, this amount will be borne by **You** at **Your** own risk and **Our** liability to indemnify the Insured will only be in excess of this amount.
- 3.2** The amount specified in the Schedule will not be applicable to Defence Costs (unless the Claim arises from the conduct of Professional Business which required authorisation by the Financial Conduct Authority) or any relevant successor body.
- 3.3** Notwithstanding any amount specified in the Schedule the maximum amount to be borne by **You** at **Your** own risk during the Period of Insurance will not exceed the maximum calculated in accordance with the relevant provisions of the Professional Indemnity Insurance Regulations of the Institute of Chartered Accountants in England and Wales/of Scotland/ in Ireland as applicable in force at the date of the inception or renewal of this policy.

4 Dishonesty and Fraud

- 4.1** Subject to clause C5, in the event that **You** incur any liability by reason of the dishonest or fraudulent act or omission of any former or present Partner, Director, Member, or employee, consultant, sub-contractor or Alternate of the Firm(s) no indemnity will be afforded hereunder in respect of such Claim to any person committing or condoning any such dishonest or fraudulent act or omission.
- 4.2** Notwithstanding the provisions of clause C4.1, an indemnity will be afforded hereunder to each and every person who has neither committed nor condoned any such dishonest or fraudulent act or omission.
- 4.3** In respect of any such Claim (ie as referred to in clause C4.1):
- a** **You** will at **Our** request and expense take all reasonable steps to obtain reimbursement from any person committing or condoning any such dishonest or fraudulent act or omission or from their estates or legal representatives;
 - b** any monies which but for the dishonest or fraudulent act or omission would be due to such persons (ie the persons committing or condoning any such dishonest or fraudulent act or omission) from **You** or any monies of such persons held by **You** will be deducted from any amount payable under this policy; and
 - c** nothing in this clause C4 will preclude **Us** from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission.
- 4.4** The sums payable under this policy will be only for the balance of any civil liability in excess of the amounts recovered from the person or persons committing or condoning dishonest or fraudulent acts or omissions as aforesaid or their estates or legal representatives.

5 Advancement of Defence Costs

Notwithstanding the provisions of clause C4, and subject to clause C3.2 and C10.2, **We** will indemnify **You** in respect of Defence

Costs as and when they are incurred, including Defence Costs incurred on behalf of **You** who is alleged to have committed or condoned a dishonest or fraudulent act or omission, provided that **We** are not liable for Defence Costs incurred on Your behalf after the earlier of:

- a** **You** admitting to **Us** the commission or condoning of such dishonest or fraudulent act or omission; or
- b** court or other judicial body finding that **You** were in fact guilty of such dishonest or fraudulent act or omission.

Where **You** admit to **Us** the commission or condoning of such dishonest or fraudulent act or omission, or where there is a finding of a court or other judicial body that **You** were in fact guilty of such dishonest or fraudulent act or omission **You** will reimburse **Us** in respect of Defence Costs advanced on **Your** behalf.

6 Conduct of Claims

6.1 **You** will:

- a** not admit liability for, or settle, any Claim without **Our** written consent (such consent not to be unreasonably withheld or unreasonably delayed); and
- b** not incur any costs or expenses in connection with any Claim or any circumstance without **Our** written consent (such consent not to be unreasonably withheld or unreasonably delayed);

6.2 **We** will be entitled at **Our** own expense at any time to take over and conduct in **Your** name the defence, investigation or settlement of any Claim and to conduct an investigation into circumstances notified under clause C2.2 which may give rise to a Claim and to receive at all times **Your** full co-operation for this purpose. **You** will be entitled to any and all information and/or documentation regarding the defence investigation or settlement of any Claim and/or the investigation into any circumstances as they may reasonably request from Insurers.

6.3 **Your** Compliance with any rules, requirements, directions or guidance of any Ombudsmen will not constitute a breach of any clause of this policy.

7 Queen's Counsel Clause

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

8 General Subrogation Rights

We will not exercise any right of subrogation in the **Your** name against any other Insured except:

- a** against a person within the definition of clause B7(e) and the Firm has not notified such person to **Us** or previous insurers; and/or
- b** as provided in clause C4.3(c).

9 Fraudulent Claims

If any one authorised by **You** makes a claim for indemnity under this policy knowing the same to be false or fraudulent as regards amount or otherwise, this policy will, in respect of that person only, be avoided ab initio. The policy will continue in full force and effect for the benefit of all other insureds as if such false or fraudulent claim had not been made.

10 Dispute Resolution

10.1 Any dispute between **You** and **Us** arising out of or in connection with this policy will be referred to arbitration before a sole arbitrator (to be mutually agreed upon by **You** and **Us**, or, failing agreement, to be appointed by the President of the Institute of Chartered Accountants in England and Wales/of Scotland/in Ireland as applicable) whose decision will be final and binding on the parties.

10.2 In the event of any dispute concerning liability to indemnify **You** (including without limitation a dispute as to the policy year under which any Claim or circumstance might fall to be dealt with between (a) **Us** and (b) any insurer(s) subscribing to the policy corresponding to this policy in respect of a previous period of insurance), **You** and **Us** agree that **We** will advance Defence Costs and indemnify **You** in accordance with clauses A1 - A3 and clause C5 above pending resolution of any such dispute.

11 Choice of Law

This policy will be governed by and construed in accordance with the laws of England and Wales/Scotland/Ireland as applicable. To the extent that any of the provisions of clause C10 may fail and/or for the purposes of any application under the Arbitration Act 1996, the courts of England and Wales/Scotland/Ireland as applicable will have exclusive jurisdiction to hear and determine any disputes, suits, actions or proceedings that may arise out of or in connection with this policy.

12 Cancellation

- a** We may cancel the Policy by sending 14 days' written notice to **Your** last known address. **We** will refund any premium paid for the remaining **Period of Insurance** as long as **You** have not notified any **Circumstance** or made any claim under the Policy up to the date of cancellation.
- b** If, after buying **Your** policy, **You** decide that the cover does not meet **Your** needs please return all your documents within 14 days of receiving them or 14 days after the start date of the policy (whichever is later) to Customer Relations Team at Direct Line for Business, PO Box 106, 37 Broad Street, Bristol BS99 7NQ and **We** will refund any premium **You** have paid, providing that **You** have not notified any **Circumstance** or made any claim under the Policy up to the date of cancellation. If you cancel **Your** policy after that time we will refund any premium paid for the remaining **Period of insurance** on a pro rata basis, providing that **You** have not made any Claim/**Circumstance** during the current **Period of insurance**.

13 No set-off

Any amount payable to **Us** by way of indemnity under this policy in respect of **Your** civil liability to a Claimant will be paid only to the Claimant, or at the Claimant's direction. **We** are not entitled to set off against any sums which are payable under this policy any payment due to them from **You** including, without limitation, any payment of premium or any payment due to **Us** by way of reimbursement. Notwithstanding the provisions of this clause C13, **We** will only be obliged to pay any amount payable by way of indemnity in excess of any amount specified in the Schedule and as provided in clause C3.

14 Third Party Rights

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

15 Other insurance

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

Important Information

How to make a claim

Professional Indemnity Claims are managed in partnership with HCC International

To make a claim, email dl4bpiclaims@hccint.com

How to complain

If you need to complain, please call us on our priority number **0800 051 0538/01239 636082**. If your complaint is about a claim please contact your claims handler whose details will be shown in your claims documents.

If you want to complain in writing, send your letter to one of the following:

- a** For complaints about claims, the Technical Operations Manager at the address shown in your claims documents;
- b** For other complaints, the Customer Relations Team at Direct Line for Business, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

If we cannot settle the matter with you, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is: Exchange Tower, London E14 9SR phone number **0800 023 4567** or **0300 123 9123**.

Details about our Regulator

U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on **0800 111 6768**.

Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint be dealt with promptly.

Details of Financial Services Compensation Scheme

General insurance claims are covered by the Financial Services Compensation Scheme. Full details of the cover available can be found at www.fscs.org.uk. U K Insurance limited is a member of this scheme.

Automatic Renewals

We may automatically renew your policy on the renewal date. If we plan to automatically renew your policy, we will let you know we are planning to do this before your cover ends together with sending you details of the renewal premium. If you do not want to renew this policy, you should let us know before the renewal date.

English Language

Under European Law, you and we may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

Statement of Needs

We have not given you a personal recommendation as to whether this policy is suitable for your specific needs.

Direct Line For Business Privacy Notice

At Direct Line we are aware of the trust you place in us when you buy our products and our responsibility to protect your information. This notice describes who we are, why we need to collect your information and how we will use it. We will tell you who we share your information with and how we use it to improve the service we provide to our customers.

Why we need your information

We need your information and that of others you name on the policy to give you quotations, and manage your insurance policy, including underwriting and claims handling. Your information comprises of all the details we hold about you and your transactions and includes information we obtain about you from third parties. We will only collect the information we need so that we can provide you with the service you expect from us.

How we will use your information and who we will share it with

Direct Line insurance policies are underwritten by U K Insurance Limited (UKI). When you give us your information, it will be used and shared within the UKI owned brands. We will do that in order to provide you with the best possible products and service experience.

For a full list of our brands please visit www.directline.com/legal/security.htm

During the course of our dealings with you we may need to use your information to:

- Assess financial and insurance risks,
- Prevent and detect crime including anti-money laundering and financial sanctions,
- To comply with our legal and regulatory obligations,
- Develop our products, services, systems and relationships with you,
- Record your preferences in respect of products and services,
- Recover any debt or if you have any outstanding debt from previous dealings with us we will only offer you a policy upon settlement of the full outstanding amount,
- Review our records for signs of any previous fraudulent activity which may affect our ability to offer you cover.

In carrying out the actions above we may:

- Use the information we hold in our system about you and that of others named on the policy,
- Share the information with agencies that carry out certain activities on our behalf (for example marketing agencies or those who help us underwrite your policy),
- Use and share your information with our approved suppliers where this is reasonably required to help deal with your claim or let you benefit from our policyholder services, including with our credit hire providers and legal advisors,
- Disclose some of your information and that of others named on the policy to other Insurers, third party underwriters, reinsurers, credit reference, fraud prevention, regulators and law enforcement agencies and other companies that provide service to us or you.

We do not disclose your information to anyone outside UKI except where:

- We have your permission,
- We are required or permitted to do so by law,
- We may transfer rights and obligations under this agreement.

Where we transfer your information

From time to time we may require services from suppliers that are based worldwide and your information will be shared with them for the purposes of providing that service. Where we engage these suppliers we make sure that they apply the same levels of protection, security and confidentiality we apply. However, such information may be accessed by law enforcement agencies and other authorities to prevent and detect crime and comply with legal obligations.

Employers' Liability Tracing Office (ELTO)

We are also required to supply Employers' Liability insurance policy details to the Employers' Liability Tracing Office (ELTO). These details will be added onto the Employers' Liability Database (ELD), which will be managed by ELTO. This database will be accessible by any claimants, and will assist claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK, to find Insurer that was providing Employers' Liability cover during their relevant period of employment and also to find the relevant Employers' Liability insurance policies.

Sensitive Information

Some of the personal information we ask you for may be sensitive personal information, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to provide the services described in your policy documents. You will have been asked to agree to this when you first contacted us but please ensure that you only provide us with sensitive information about other people with their consent.

Dealing with other people

It is our policy to deal with your spouse or partner who calls us on your behalf, provided they are named on the policy. Please tell us who they are when you take out your policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases we may also deal with other people who call on your behalf, with your consent. If at any time you would prefer us to deal only with you, please let us know.

Keeping you informed

From time to time we may contact you with special offers or suggest products which may be of interest to you. If you would like not to receive any of these updates you can ask us to stop at any time. You can do that by simply calling our customers services department or by writing to **Data Protection Officer** at UKI, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

From time to time we may need to change the way we use your information. Where we believe you may not reasonably expect such a change we will write to you. When we do so, you will have 60 days to object to the change but if we do not hear from you within that time you consent to that change.

Fraud Prevention and Anti-Money Laundering

Please take time to read the following as it contains important information relating to the details you have given or should give to us. You should show this notice to anyone whose data has been supplied to us in connection with your policy. To prevent and detect fraud we may at any time: Share information with other organisations and public bodies including the police although we only do so in compliance with the Data Protection Act 1998. Check and/or file details with fraud prevention agencies and databases and if we are given false or inaccurate information and we identify fraud, we will record this. We and other organisations may also use and search these agencies and databases from the UK and other countries to:

- Help make decisions about the provision and administration of insurance, credit and related services for you and Members of your household.
- Trace debtors or beneficiaries, recover debt, prevent fraud, and to manage your accounts or insurance policies.
- Check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity.

Law enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking applications for, and managing credit and other facilities and recovering debt.
- Checking insurance proposals and claims.
- Checking details of job applicants and Employees.

We, and other organisations that may access and use information recorded by fraud prevention agencies, may do so from other countries. We can provide the names and addresses of the agencies we use if you would like a copy of your information held by them. Please contact: **Data Protection Officer** at UKI, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. The agencies may charge a fee.

Financial Sanctions

We will use information about you and that of others named on policy to ensure compliance with financial sanctions in effect in the UK and internationally. This will include the checking of your information against the HM Treasury list of financial sanctions targets as well as other publicly available sanctions lists. Your information and that of others named on policy may be shared with HM Treasury and other international regulators where appropriate. You may also be contacted in order to provide further details in order to ensure compliance with Financial Sanctions requirements.

Credit Reference Agencies

We carry out a consumer search when any application for insurance is submitted to evaluate insurance risks. This is done only using the data that is publicly accessible on your credit file (i.e. bankruptcy, CCJ and electoral roll information). Information about access to the public part of your credit file is automatically deleted after 12 months and in no way affects your ability to obtain credit.

Access to your information

You have the right to see the information we hold about you. This is called Subject Access Request. If you would like a copy of your information, please write to: **Data Access Team** at UKI, Churchill Court, Westmoreland Road, Bromley BR1 1DP quoting your reference. A fee may be payable.

essential cover for
professionals

Information Helpline: 0345 878 5555

Our lines are open 8am-8pm Monday to Friday,
9am-5pm Saturday and 10am-4pm Sunday

Buy online at **directlineforbusiness.co.uk**

Direct Line shall also be happy to send you any of our brochures, letters or statements in Braille, large print or audio, upon request.

Direct Line insurance policies are underwritten by U K Insurance Limited. Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales, Company No. 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.

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DLFB Professional Indemnity Policy (ICAEW ICAS)



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