



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" means 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" means 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.

"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 3.3, 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 **You** are 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.

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 Yours 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 **You** 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:

- a** avoid this policy;
- b** claim to be discharged from any or all liability to provide any indemnity (in whole or in part) under this policy; or
- c** (subject to clause 1.3 and clause 2.1) seek to reduce the indemnity due under this policy on the grounds of a breach of the duty of fair presentation of the risk to Us, provided always that such breach was free of any fraudulent conduct or intent to deceive. It will be for Us to establish that such breach resulted from any fraudulent conduct or intent to deceive.

1.2 Nothing in this policy will be construed as a warranty.

1.3 In the event that any circumstance is notified to 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) We will not seek to exclude any Claim arising out of such circumstance but 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 4.3,

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 **Your** relevant governing professional body then:

- a** those terms and conditions contained in the Approved Wording which are more favourable to **You** will take precedence over any terms and conditions under this policy; and
- b** the limit of indemnity will 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 **You** 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 5, 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 4.1, 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 4.1):
- 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 4 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 4, and subject to clause 3.2 and 10.2, **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 2.2 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 4.3(c).

9 Fraudulent Claims

If **You** make a claim for indemnity under this policy knowing the same to be false or fraudulent as regards amount or otherwise, then,:

- a **We** will not be liable to pay the claim;
- b **We** may recover from **You** making the false or fraudulent claim any sums paid by **Us** in respect of the claim; and
- c **We** may by notice to **You** treat the policy as having been terminated in with effect from the time of the fraudulent act.

If **We** treat the policy as having been terminated:

- a **We** may refuse all liability under the policy in respect of any Claim or potential Claim notified after the time of the fraudulent act; and
- b **We** need not return any of the premiums paid under the policy.

Treating the policy as having been terminated under this clause in respect **You** making a false or fraudulent claim does not affect the rights and obligations of the parties to the policy with respect to a Claim or potential Claim notified before the time of the fraudulent act.

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 1 - 3 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 10 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

12.1 Subject to clause 9, this policy may not be cancelled unless **You** and **We** agree in writing to cancel the policy.

12.2 In the event of such agreement, **We** will within 7 days of the date upon which such agreement in writing is reached, write to:

- a **You** at the address shown in the Schedule notifying **You** that the policy will be cancelled with effect from a date not less than 30 days after the date of such agreement;
- b 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, notifying it of the agreement, the effective date of cancellation and Your name.
- c **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 13, **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 3.

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

Privacy Notice

This privacy notice tells you what we do with information we collect about you. It's relevant to anyone who uses our services, including policyholders, prospective policyholders, website users and beneficiaries under our policies, such as named drivers. We refer to all these individuals as **"customers"** or **"you"** in this notice.

1 Who "we" are

We are U K Insurance Limited ("**we**", "**us**" or "**our**") and you will know us by our brand name:

Churchill, Direct Line, Privilege and Green Flag.

2 What information do we collect about you?

Information collected from you and cookies policy

Where we have collected information directly from you it will usually be obvious what this is, as you will have given it to us. This might not be the case where we have used cookies to collect information from your computer or portable electronic devices. Please see our cookies policy for more information.

Information collected from others

We can collect information about you from others. This includes information from:

- **Joint policyholders or policy beneficiaries.** Where you are named on a joint policy or a beneficiary of that policy we may collect information about you from any named policyholder. We will ask them to confirm that they have your permission to give us this information about you.
- **Fraud prevention, law enforcement or government agencies and other data sources used to prevent or detect fraud or provide details to us about criminal convictions or offences.**
- **HM Treasury and other authorities in relation to regulatory issues** e.g. where someone is subject to a financial sanction they will appear on HM Treasury's asset freezing list.
- **Credit reference agencies** e.g. credit searches that are made when we produce a quotation for a new policy or at renewal. (Note that the results of these searches are automatically deleted after 12 months and do not affect your ability to obtain credit.) Please also see section 4 below.
- **External sources** such as **no claims discount databases**, the electoral roll and insurance comparison websites to help us decide what the risk is in selling the policy **and from companies that hold information about insurance renewal dates, marital status, household residents, vehicle details, employment status and household income** to help us work out which information we should provide to you about our other products and services.

Sensitive personal information

We collect information that is sensitive, such as information about children, health or geo-location (which may be sensitive personal information because, for example, it can pinpoint your location at a hospital), and information related to unspent past criminal convictions or offences. We also collect your sensitive personal information for specific types of policy or applications, for example when offering you a travel policy or a driving application e.g. Telematics. We obtain this from your mobile devices for driving applications and the following people:

- The main policyholder will provide most of the information we collect about health (including confirming whether hospital treatment is being sought) and unspent criminal convictions or offences, including on behalf of others named on the insurance policy e.g. medical screening to support a travel policy;
- Fraud prevention or law enforcement agencies may provide details to us about criminal convictions or offences;
- Witnesses to an accident may provide medical information to us if there is an investigation of a claim;
- We may use information about a child, for example, where the child is a beneficiary under a policy or if involved in an accident.

We collect and use this information as part of your insurance quotation or contract with us, or where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

3 What do we do with information we collect about you and why may we do this?

We use your personal information in order to meet our obligations in our contract of insurance with you. We and other companies within our group of companies use your personal information in the following ways:

A Provide insurance services

When you request us to provide you with a quote for one of our insurance policies or you purchase an insurance policy from us, we use information about you:

- To decide what the risk might be in selling you the policy, to quote for, and provide you with, a premium for that policy and any special terms that may apply to that policy (noting that we may use automated decision making to make this assessment – see section 9 below);
- To administer your policy and monitor the payment of instalments if you pay your premium in this way;
- To contact you about the policy (e.g. for billing or renewal purposes); and
- To provide the agreed service if you make a claim (e.g. sending someone to assist you in a roadside breakdown situation or to provide you with medical assistance if you are injured or unwell when overseas).

We cannot provide the services unless we use the information about you in this way.

B Do what we are required to do by law

As part of our duty as an insurer providing insurance services, sometimes we are required by law to use information about you:

- To help make sure our customers are being treated fairly (e.g. to assist our regulators where we have a legal duty to do so);
- To deal with complaints;
- To help prevent and detect crime (including, for example, the prevention or detection of fraud); and
- To comply with a legal or regulatory obligation.

We can use your personal information in this way because we are required to do so by law.

C Prevent fraud occurring

Fraud has an impact on all customers as it increases costs for everyone. We use your personal information to check for signs that customers might be dishonest (e.g. if someone has behaved dishonestly in the past it may increase the risk they will do so in future).

We may use your personal information in this way because it is in our interests to detect fraud and in all our customers' interests to ensure that they are not prejudiced due to increased premiums as a result of a few customers acting dishonestly.

D Recover debt

If you owe us money we will use your personal information to help us recover it.

We can use your personal information in this way because it is a necessary part of the contract of insurance. We need to ensure that premiums are paid so that the majority of our customers do not suffer (e.g. through increased premiums) due to the actions of a small minority of customers.

E To inform you about and promote products (marketing)

At the time when your personal information was collected, we asked you to indicate your marketing preferences. These preferences can be revisited at any time by contacting our Data Protection Officer. Please see section 10 for contact details.

We may use your personal information to offer you suggestions about products and services you might want to buy. We may use external companies to do this on our behalf.

We can use your personal information in this way because it is in our legitimate interests to provide you with the right information at the right time, so that we may look at ways of extending our relationship that we have with you. We will always ensure that we keep the amount of your personal information that we collect and the extent of any processing to the absolute minimum to meet this legitimate interest.

Where we have a legitimate interest to do so or, where necessary you have given us your consent, we may pass your personal information to third parties including:

- U K Insurance Business Solutions Limited, a member of the U K Insurance Limited group of companies, that introduces our customers to products and services. We may send you marketing from them where we believe you will have an interest in their communications; and/or
- External companies such as digital content providers to display adverts about our products and services.

If you have chosen not to opt out of marketing we will send you information about our products and services by email, post, telephone or SMS unless you tell us not to. If your information has been provided to us by a third party for marketing purposes we will rely on the consent you have provided to them to conduct direct marketing.

If at any time you do not wish us to use your personal information for this purpose, you may ask us not to do so. See section 10 below for how to contact us. However, we will keep a note of your earlier marketing preferences for 6 years. We will not contact you unless you change your mind and tell us that you would like to receive marketing again.

F Where your or another person's life may be at risk

We will use your personal information to assist where your or another person's life or health is in danger and obtaining your permission is not possible (e.g. arranging emergency medical treatment in a remote location).

G To administer and improve our services

To administer our services we will share information with others (including to people or organisations that may be based overseas):

- In order to enable us to process your claim or administer your insurance policy more cost effectively;
- To help develop our products, services and systems to deliver you a better sales and claims experience in the future; and
- To understand how our prospective customers make decisions about which insurance policy is the optimal policy.

We may also process your personal data to better understand you as a customer, including to determine how best to retain your custom, and to ask you to provide feedback on the service we provide to you.

We can use your personal information in this way because it is in our legitimate interests to provide the services in the most efficient way. We will always ensure that we keep the amount of your personal information that we collect and the extent of any processing to the absolute minimum to achieve this efficiency.

4 Who do we share your personal information with and why do we do it?

We may share your personal information with third parties and other companies within our group of companies for the purposes mentioned in section 3 above. A list of our group companies can be found at www.u-k-insurance.co.uk/group-companies.html. Alternatively, you can contact the Data Protection Officer for a list of them. Please see section 10. You should make sure everything you tell us is correct because your records may be checked in the following circumstances:

- When you apply for insurance, financial services, or work;
- By police and other law enforcement agencies.

In particular we share information with:

- **Fraud prevention agencies that provide databases and services**, such as CIFAS, National Hunter, SIRA and ENI, to prevent or detect fraud.

- Fraud prevention agencies will process this personal information in order to assist our prevention of fraud and money laundering, and to verify your identity and may also process your personal information in order to prevent fraud and money laundering by other people.
- Fraud prevention agencies will hold your personal information for up to 1 year, or up to 6 years if you're considered to pose a fraud or money laundering risk.
- If we or a fraud prevention agency determine that you pose a fraud or money laundering risk, we may refuse to provide the services and/or financing you have requested.

A record of this risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services or financing to you. If you have any questions about this, please contact the appropriate fraud prevention agency.

- **Law enforcement or government agencies** we and fraud prevention agencies may permit law enforcement or government agencies to access and use your personal information, if they request it.
- **Credit reference agencies** help us decide whether to offer you credit if you choose to pay your premium by instalments. We share this information when you first take a policy with us and at each renewal. We may exchange your personal information with credit reference agencies to reflect your credit application (as payment by instalments means that there will be a credit agreement between us). We will let you know before we do this. This will be visible to other credit providers. Failure by you or anyone who pays for your policy to keep up the monthly payments due under your credit agreement will be reflected in your credit score, not theirs. The identities of the credit reference agencies and the ways in which they use and share personal information are explained in more detail at www.experian.co.uk/CRAIN. Alternatively, you can call us and we will send you a copy.
- **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, but only with your permission. If at any time you would prefer us to deal only with you, please let us know.
- **Other insurance companies** to help settle any insurance claim or to verify that the information you have provided is correct (e.g. we will check the amount of No Claims Discount you have told us with your previous insurer).
- **Insurance industry bodies** such as The Motor Insurance Database to meet our obligations under the Road Traffic Act.

- **Insurance industry databases**, such as the Claims and Underwriting Exchange where you make a claim so that insurers can check that your claims history is correct, the Insurance Fraud Register and, for commercial policies, the Employers' Liability Tracing Office.
- **Government bodies**, such as the Driver and Vehicle Licensing Agency.

5 Will we send your personal information overseas?

We may send your personal information overseas to any part of the world. The protections given to your personal information in other parts of the world will often not be as strong as in the UK. Where possible, we will put in place agreements with the people we send your personal information to, to require them to treat your personal information with the same protections that we apply ourselves. Our agreements may include standard terms provided by the EU called EU Model Clauses or may require the other party to be signed up to government standards that are recognised as providing the right level of protection such as "privacy shield" in the USA. But it is possible that regardless of what is set out in the agreement this would not stop a government in any part of the world from accessing your personal information, as they can often have power to overrule any agreements we make.

In some cases we might need to share information to carry out the services we have promised to carry out, for example if you require urgent assistance abroad. In such an urgent situation we may not always have the time to put in place the type of agreement we would normally want to.

6 How long may we keep your personal information for?

We are only allowed to keep your personal information if we need it for one of the reasons we describe in section 3 above.

As a general rule, we will keep it for 6 years from the end of your relationship with us, as it is likely that we will need the information for regulatory reasons or to defend a claim. For example, should you wish to bring some form of legal action relating to your relationship with us, this would generally need to be done within 6 years from the end of that relationship. However there may be exceptions where we need to keep your personal information for longer, such as where a claim has involved a minor.

7 When can you ask us to stop using your information?

If we rely on your consent to collect and process your personal information, you can ask us to stop using your personal information at any time by withdrawing that consent and we will stop using your personal information for those purposes. We may rely on your consent to tell you about products or services which may be of interest to you or to use computers to make decisions about you to improve our services or develop our products (see section 9).

At any time, you can tell us to stop using your personal information to tell you about products or services that may be of interest to you or allowing computers to make decisions about you in order to improve our services or develop our products (see section 9). To find out how to do this, see section 10.

8 What happens if you don't give us some of your personal information?

Where you do not provide the personal information we need in order to provide the service you are asking for or to fulfil a legal requirement, we will not be able to provide the service that you are asking us to give you.

We will tell you about why we need the information when we ask for it.

9 When do we use computers to make decisions about you?

We will collect information about you and put this into our computer systems. The computer systems will make certain automated decisions about you which will be based on comparing you with other people. This will have an impact in terms of the level of premium or product that we offer to you or the products or services that we decide to tell you about. We may also use automated decision making to conduct an identity verification check.

For example, if you are under 25 years of age, the computer system may determine that you are more likely to have a car accident. This is because the computer system has been told that more people aged under 25 have car accidents. Another example is that, if you are under 25, the computer system may determine that you are going to be interested in a travel policy which covers high risk activity, such as skiing. Therefore, we would proactively seek to tell you about such policies as we would consider them to be of interest to you.

This is important because:

- **In providing insurance services** it helps us decide what price you should pay for your policy and understand any risks associated with that policy;
- **In identity verification** it helps us to check that you are who you say you are and to prevent others from imitating you;
- **In selling you other products** it helps us decide which other products might be useful to you.

We also use computer systems to carry out modelling. Sometimes using your personal information and sometimes using data in anonymised form. We conduct this modelling for a variety of reasons, for example, for risk assessment purposes to make decisions about you, such as your likelihood to claim. However, we may also use your personal information in that modelling to make decisions about how we improve and develop our products and services, or our pricing and underwriting, or to better understand how our prospective customers make decisions about which policy is the optimal policy (i.e. we are not making decisions directly about you).

10 How to contact us about this privacy notice

Our Data Protection Officer is in charge of answering questions about this privacy notice or your requests to exercise your rights which are set out below. The Data Protection Office may be contacted at U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

You may contact us at the address above for one or more of the following reasons:

- 1 To ask us to fix information about you that is wrong or incomplete, or to delete personal information about you (the so-called "Right to be Forgotten").
- 2 To tell us you no longer agree to, that you object to, or that you wish to restrict us using information about you and ask us to stop.
- 3 To tell us to stop using your personal information to tell you about products or services that may be of interest to you (direct marketing).
- 4 A right of access, namely to ask us to provide you with a copy of all of the personal information that we have about you. To receive this information please write to the Data Rights Team, U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley BR1 1DP.
- 5 A "data portability" right, namely to obtain and reuse the information that you have provided to us for your own purposes across different services. You may ask for this information to be provided directly to you or directly to another organisation. We will provide the information in a machine readable format so that another organisation's software can understand that information.
- 6 To ask us not to use information about you in a way that allows our computer systems to make decisions about you (as explained in section 9).

Sometimes we will not be able to stop using your personal information when you ask us to (e.g. where we need to use it because the law requires us to do so or we need to retain the information for regulatory purposes).

In other cases, if we stop using your personal information, we will not be able to provide services to you, such as administering your insurance policy or servicing your claim.

We will tell you if we are unable to comply with your request, or how your request might impact you, when you contact us.

Complaints

If you have any concerns about the way in which we are using your personal information, please contact our Data Protection Officer in the first instance and we will endeavour to resolve your concern.

However, you do also have the right to complain about how we treat your personal information to the Information Commissioner's Office ("**ICO**"). The ICO can be contacted at:

ICO website: <https://ico.org.uk/global/contact-us/>

ICO telephone: 0303 123 1113

ICO textphone: 01625 545860

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.

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DLFB Professional Indemnity Policy (ICAEW ICAS)



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