

Schedule 3 Certificates of Insurance

Part A

CERTIFICATE OF QUALIFYING INSURANCE (In accordance with Rule 2 SRA Indemnity Insurance Rules)

INDEMNITY YEAR 2022/2023

		Share of Compulsory Cover Underwritten / Limit of Indemnity
Participating Insurer :	Accredited Insurance (Europe) Ltd – UK Branch	100% of £3,000,000
Name of Insured Firm:	Clarke Rowe Solicitors Ltd	
Principal Address of Firm:	28 Parkstone Road Poole, Dorset BH15 2PG United Kingdom	
Period of Insurance:	01/10/2022 to 31/03/2024	
	Both days inclusive, Local Standard Time at the Insured's main address	
Policy Number	Inperio-046868	

The terms of this insurance shall be varied to reflect any amendments made to the SRA Indemnity Insurance Rules, the Glossary and/or the Minimum Terms and Conditions introduced by the SRA, with such variation taking effect: (a) on the date of any renewal or replacement of the Policy or any extension to the period of insurance; and (b) on each date falling in 18 month intervals from the commencement of the period of insurance where no variation has occurred by reason of (a) above within the immediately preceding 18 month period (except where this date falls within the Extended Indemnity Period or Cessation Period).

Signed:



Print name:

Simon Lovat

For and on behalf of:

Accredited Insurance (Europe) Ltd – UK Branch

Date:

04 October 2022

Solicitor Professional Indemnity Insurance

The Insured acknowledges and agrees that the Insurer has relied on the information supplied on placement in determining whether or not to write the risk and on what terms. In consideration of the Insured having paid the Total Premium stated in the Schedule to the Insurer and the Insurer accepting the risk, it is agreed as follows:

1. Cover

1.1. Civil Liability

Subject to the limits in clause 3, the Insurer will indemnify the Insured against civil liability to the extent that it arises from **Private Legal Practice**, including its **Prior Practice** and (unless run-off cover is provided in accordance with clause 1.7) any **Successor Practice** provided that a **Claim** in respect of such liability:

- (i) is first made against the Insured during the **Period of Insurance**; or
- (ii) is made against the Insured during or after the **Period of Insurance** and arising from **Circumstances** first notified to the Insurer during the **Period of Insurance**.

1.2. Defence Costs and Expenses

The Insurer will also indemnify the Insured against **Defence Costs** in relation to:

- (i) any **Claim** referred to in clause 1.1;
- (ii) any **Circumstance** first notified to the Insurer during the **Period of Insurance**; or
- (iii) any investigation or inquiry (save in respect of disciplinary proceeding under the authority of the **SRA** and/or the Solicitors Disciplinary Tribunal) during or after the **Period of Insurance** arising from any **Claim** referred to in clause 1.1 or from **Circumstances** first notified to the Insurer during the **Period of Insurance**.

1.3. Award by Regulatory Authority

The Insurer will indemnify the Insured against any amount paid or payable in accordance with the recommendation of the Office for Legal Complaints (including the Legal Ombudsman pursuant to section 137(2)(c) and section 137(4)(b) of the Legal Services Act 2007) or any other regulatory authority to the same extent as it indemnifies the Insured against civil liability provided that the Insurer will have no legal liability in respect of any determination by the Legal Ombudsman pursuant to section 137(2)(b) of the Legal Services Act 2007 to refund any fees paid to the Insured.

1.4. Extended Policy Period Cover

Where the Insured Firm has not, prior to the expiration of the **Policy Period** obtained insurance complying with the **Minimum Terms and Conditions** and incepting on and with effect from the day immediately following the expiration of the **Policy Period**, the Insurer will provide the cover referred to in clause 1.6.

In the event that the Insurer is obliged to provide cover for the **Extended Policy Period**, the Insured will pay to the Insurer for such cover an additional pro rata Premium calculated at rate of 150% of the annualised Premium stated in the Schedule. The Premium will be deemed earned by the Insurer and due to the Insurer on a daily basis as it falls due, and will not be subject to any return or offset for any subsequent cancellation of the Policy, retroactive inception of an alternative policy or the run-off of the Policy.

1.5. Cessation Period Cover

Where the Insured Firm has not, prior to the expiration of the **Extended Policy Period**, obtained insurance complying with the **Minimum Terms and Conditions** and incepting on and with effect from the day immediately following the expiration of the **Policy Period**, the Insurer will provide the cover referred to in clause 1.6.

In the event that the Insurer is obliged to provide cover for the **Cessation Period**, the Insured will pay to the Insurer for such cover an additional pro rata premium calculated at rate of 300% of the annualised **Total Premium** stated in the Schedule. The premium will be deemed earned by the Insurer and due to the Insurer on a daily basis as it falls due, and will not be subject to any return or offset for any subsequent cancellation of the Policy or retroactive inception of an alternative policy.

1.6. Scope of Cover during the Extended Policy Period & Cessation Period

The scope of cover provided in respect of the **Extended Policy Period** referred to in clause 1.4 and the **Cessation Period** referred to in clause 1.5 will be no more than the minimum cover required to be provided by the **Minimum Terms and Conditions**.

1.7. Run-off Cover

Subject to clause 1.11, the Insurer will provide run-off cover:

- (i) in the event of a **Cessation** that occurs during or on expiration of the **Policy Period**;
- (ii) in the event of a **Cessation** that occurs during the **Extended Policy Period** or the **Cessation Period**; or
- (iii) from the expiration of the **Cessation Period**;

and for the purposes of this clause 1.7 and clause 1.11, an **Insured Firm's Practice** shall (without limitation) be regarded as ceasing if (and with effect from the date upon) the **Insured Firm** becomes a **Non-SRA** firm.

1.8. Scope of Run-off Cover

The scope of run-off cover provided under clause 1.7, will

- (i) indemnify each **Insured** in accordance with clauses 1.1, 1.2 and 1.3 above;
- (ii) be subject to the limits of cover set out in clause 3 below;
- (iii) be subject to the exclusions and conditions of the insurance applicable in accordance with the **Minimum Terms and Conditions**.

The run-off cover will be provided on the basis that the **Period of Insurance** extends for an additional six (6) years ending on the sixth anniversary of the date upon which, but for this requirement, it would have ended, including (for the avoidance of doubt) the **Extended Policy Period** and the **Cessation Period**.

In the event that the Insurer is obliged to provide run-off cover in accordance with clause 1.7 the Insured will pay to the Insurer for such

run-off cover, an additional Premium of 300% of the annualised Premium stated in the Schedule. In the event of default by the **Insured**, such liability will be commuted to each **Principal**, each former **Principal** and each person who becomes a **Principal** during the **Period of Insurance** of the **Insured Firm**.

The **Principals** each warrant and will continue to warrant that the **Insured Firm** will not undertake any **Private Legal Practice** at any time after the **Insured Firm's Practice** ceases. Such run-off cover shall not operate to indemnify any **Insured** for civil liability arising from any acts or omissions of the **Insured** occurring after the expiration of the **Cessation Period** or any **Cessation**.

The **Insured** will bear the first amount of each and every **Claim** made during the **Extended Policy Period**, the **Cessation Period** and the period of run-off cover up to the amount of the **Excess** as shown in the Schedule. No aggregation of the **Excess** shall apply in respect of any **Claims** made during the **Extended Policy Period**, the **Cessation Period** and the period of run-off cover even if those **Claims** are (by virtue of clause 3.4) treated by the **Insured** as one **Claim** for the purposes of clauses 3.1 and 3.4.

1.9. Succession

Run-off cover is not provided under clause 1.7 if there is a **Successor Practice** to the ceased **Practice**. The **Insured Firm** may elect before its **Cessation** whether it wishes the ceased **Practice**:

- (i) to be **Insured** under the run-off cover referred to in clause 1.7(i); or
- (ii) provided that there is insurance complying with the **Minimum Terms and Conditions** in relation to that **Successor Practice**, to be **Insured** as a **Prior Practice** under such insurance.

If the **Insured Firm** fails to make a written election to the **Insurer** and/or fails to pay any premium due under the terms of this Policy, before its **Cessation**, clause 1.9(ii) above shall apply.

1.10. Suspended Practices

If run-off cover is provided under clause 1.7 but the **Insured Firm's Practice** restarts, the **Insurer** may cancel such run-off cover provided that:

- (i) there is insurance complying with the **Minimum Terms and Conditions** in relation to the **Insured Firm** in force on the date of cancellation; and
- (ii) the **Insurer** providing such insurance confirms in writing to the **Insured Firm** and to the **Insurer** that;
 - (a) it is providing insurance complying with the **Minimum Terms and Conditions** in relation to that **Insured Firm** and the then current indemnity period; and
 - (b) it is doing so on the basis that the **Insured Firm's Practice** is regarded as being a continuation of the **Insured Firm's Practice** prior to **Cessation** and that accordingly it is liable for **Claims** against the **Insured Firm** arising from incidents, occurrences, facts, matters, acts and/or omissions which occurred prior to **Cessation**

1.11 Transfer to another approved regulator

Clause 1.7 does not apply where the **Insured firm** becomes an Authorised **Non-SRA firm** provided that the approved regulator of the Authorised **Non-SRA firm** is a signatory to a protocol on terms agreed by the **SRA** which relates to switching between approved regulators.

2. Definitions

Where a capitalised word is used in this Policy but is not given a specific definition below, that capitalised word shall have the meaning given to it in the Glossary to the **Minimum Terms and Conditions**.

2.1 Authorised Body means

- (i) a body that has been authorised by the **SRA** to **Practice** as a **Licensed Body** or a **Recognised Body**; or
- (ii) a sole practitioner's **Practice** that has been authorised by the **SRA** as a **Recognised Sole Practice**.

2.2 Bodily Injury means physical injury, sickness, disease or death of a natural person; and if arising out of the foregoing, nervous shock, emotional distress, mental anguish or mental injury.

2.3 Cessation means where the **Insured Firm's Practice** ceases during or after the **Period of Insurance** and the **Insured Firm** has not obtained insurance complying with the **Minimum Terms and Conditions** and incepting on and with effect from the day immediately following the expiry of the **Policy Period**.

2.4 Cessation Period means the period commencing on the expiry of the **Extended Policy Period** where, during the **Extended Policy Period** the **Insured Firm** has not ceased **Practice** or obtained a policy of **Qualifying Insurance** incepting with effect on and from the day immediately following expiration of the **Policy Period**, and ending on the date which is the earlier to occur of:

- (i) the date, if any, on which the **Insured Firm** obtains a policy of **Qualifying Insurance** incepting with effect on and from the day immediately following expiration of the **Policy Period**; or
- (ii) the date which is ninety (90) days after the commencement of the **Extended Policy Period**; or
- (iii) the date on which the **Insured Firm's Practice** ceases.

2.5 Circumstance means an incident, occurrence, fact, matter, act or omission which may give rise to a **Claim** in respect of civil liability.

2.6 Claim means:

- (i) a demand for, or an assertion of a right to, civil compensation or civil damages or an intimation of an intention to seek civil compensation or civil damages;
- (ii) an obligation of the **Insured Firm** and/or any **Insured** to remedy a breach of the Solicitors' Accounts Rules 1998 (as amended from time to time), or any rules which replace the Solicitors' Accounts Rules 1998 in whole or in part except where any such obligation may arise as a result of the insolvency of a bank (as defined in section 87 of the Solicitors Act 1974) or building society (within the meaning of the Building Societies Act 1986 or any amendment or re-enactment thereof) which holds client money in a client account of the **Insured Firm** or the failure of such bank or building society generally to repay monies on demand.

2.7 Claimant means

- (i) a person making a **Claim** to statutory trust monies (as defined in the glossary to the **Minimum Terms and Conditions**); and
- (ii) a person or entity which has made or may make a **Claim** including a **Claim** for contribution or indemnity.

2.8 Defence Costs means legal costs and disbursements and investigative and related expenses reasonably and necessarily incurred with the consent of the **Insurer** in:

- (i) defending any proceedings relating to a **Claim**; or
- (ii) conducting any proceedings for indemnity, contribution or recovery relating to a **Claim**; or
- (iii) investigating, reducing, avoiding or compromising any actual or potential **Claim**; or
- (iv) acting for any **Insured** in connection with any investigation or inquiry or disciplinary proceeding (save in respect of any disciplinary proceedings under the authority of the **SRA** and the Solicitors Disciplinary Tribunal).

Defence Costs do not include any internal or overhead expenses of the **Insured Firm** or the **Insurer** or the cost of any **Insured's** time.

2.9 Employee means

any person other than a **Principal**:

- (i) employed or otherwise engaged in the **Insured Firm's Practice** (including under a contract for services) including, without limitation, as a solicitor, lawyer, trainee solicitor or trainee lawyer, consultant, associate, locum tenens, agent, appointed person, office or clerical staff member or otherwise;
 - (ii) seconded to work in the **Insured Firm's Practice**; or
 - (iii) seconded by the **Insured Firm** to work elsewhere,
- but does not include any person who is engaged by the **Insured Firm** under a contract for services in respect of any work where that person is required, whether the **SRA** Indemnity Insurance Rules or under the rules of any other professional body, to take out or to be **Insured** under separate indemnity insurance in respect of that work.

The term "employer" is to be construed accordingly.

2.10 Excess means the first amount of a **Claim** which is not covered by the **Insurer** as specified in the Schedule.

2.11 Extended Policy Period means the period commencing at the end of the **Policy Period** and ending on the date which is the earlier to occur of:

- (i) the date, if any, on which the **Insured Firm** obtains a policy of insurance which complies with the **Minimum Terms and Conditions** incepting on and with effect from the day immediately following the expiration of the **Policy Period**;
- (ii) the date which is 30 days after the end of the **Policy Period**; or
- (iii) the date on which the **Insured Firm's Practice** ceases.

2.12 Insured Firm means the Authorised Body which contracted with the **Insurer** to provide the insurance.

2.13 Insured Firm's Practice means:

- (i) the legal **Practice** carried on by the **Insured Firm** as at commencement of the **Period of Insurance**; and
- (ii) the continuous legal **Practice** preceding and succeeding the **Practice** referred to in paragraph (i) above (irrespective of changes in ownership of the **Practice**).

2.14 Insured means each person and entity named or described as a

person to whom cover under this Policy extends.

2.15 For the purposes of cover under clause 1.1 **Insured** means:

- (i) the **Insured Firm**;
- (ii) each service, administration, trustee or nominee company owned as at the date of occurrence of the relevant **Circumstance** by the **Insured Firm** and/or by the **Principals** of the **Insured Firm**;
- (iii) each **Principal**, each former **Principal** and each person who becomes a **Principal** during the **Period of Insurance** of the **Insured Firm** or a company referred to in paragraph (ii);
- (iv) each **Employee**, each former **Employee** and each person who becomes during the **Period of Insurance** an **Employee** of the **Insured Firm** or a company referred to in paragraph (ii); and
- (v) the estate or legal personal representative of any deceased or legally incapacitated person referred to in paragraph (iii) or (iv).

2.16 Insurer means Accredited Insurance (Europe) Ltd – UK Branch.

2.17 Law Society means the Law Society of England and Wales.

2.18 Licensed Body means body licensed by the **SRA** under section 71(2) of the Legal Services Act 2007 in accordance with the **SRA** Authorisation of Firms Rules.

2.19 Minimum Terms and Conditions means the **Minimum Terms and Conditions** with which a policy of **Qualifying Insurance** is required by the **SRA** Indemnity Insurance Rules to comply.

2.20 Non-SRA firm means a sole practitioner, **Partnership** or limited liability **Partnership** which is not authorised to **Practice** by the **SRA**.

2.21 Partnership means a body which is not a company, limited liability **Partnership** or other corporate body in which persons are, or are held out as, partners.

2.22 Period of Insurance means the period of time specified in the Schedule which is the period for which this Policy operates and:

- (i) where clause 1.4 applies, the **Extended Policy Period**; and
- (ii) where clause 1.5 applies, the **Cessation Period**.

2.23 Policy Period means the **Period of Insurance** but excluding the **Extended Policy Period** and the **Cessation Period**.

2.24 Practice means the whole or such part of the **Private Legal Practice** of the **Insured Firm** as is carried on from one or more offices in England and Wales.

2.25 Principal means:

- (i) Where the **Insured Firm** is or was:
 - (a) the **Practice** of a sole solicitor – the sole practitioner
 - (b) a **Partnership** – each partner
 - (c) a company with a share capital – each director of that company and any solicitor, Registered European Lawyer (as defined by the **SRA**) or Registered Foreign Lawyer (as defined by the **SRA**) who:
 - (A) is held out as a director; or
 - (B) is a former sole practitioner or partner during the **Period of Insurance**; or
 - (C) beneficially owns the whole or any part of a share in the

company; or

(D) is the ultimate beneficial owner of the whole or any part of a share in the company;

(d) a company without a share capital – each director of that company and any person who:

(A) is held out as a director; or

(B) beneficially owns the whole or any part of a share in the company; or

(C) is the ultimate beneficial owner of the whole or any part of a share in the company;

(e) a Limited Liability **Partnership** – each member of that Limited Liability **Partnership**, and any person who is the ultimate owner of the whole or any part of a body corporate or other legal person which is member of the limited liability **Partnership**.

(ii) where a body corporate or other legal person is a partner the **Authorised Body**, any person who is within paragraph (i)(c) of this definition (including sub paragraphs (A) and (C) thereof), paragraph (i)(d) of this definition (including sub paragraphs (A) and (C) thereof), or paragraph (i)(e) of this definition.

2.26 Prior Practice means each **Practice** to which the **Insured Firm's Practice** is ultimately a **Successor Practice** by way of one or more mergers, acquisitions, absorptions or other transitions but does not include any such **Practice** which has elected to be **Insured** under run-off cover in accordance with clause 1.7.

2.27 Private Legal Practice means the provision of services in private **Practice** as a solicitor or REL (as defined in the glossary to the **Minimum Terms and Conditions**) in an **Authorised Body** including, without limitation:

(i) providing such services in England, Wales or anywhere in the world, whether in a **Recognised Sole Practice**, a **Recognised Body** or a **Licensed Body** (in respect of an activity regulated by the **SRA** in accordance with the terms of the body's license);

(ii) the provision of such services as a secondeed of the **Insured Firm**;

(iii) any **Insured** acting as an executor, personal representative, trustee, attorney, notary, insolvency practitioner or any other in conjunction with a **Practice**;

(iv) the provision of such services by any **Employee**;

(v) the provision of such services pro bono;

Private Legal Practice does not include:

(i) discharging the functions of any of the following offices or appointments:

(a) Judicial office;

(b) Under sheriffs;

(c) Members and clerks of such tribunals, committees, panels and boards as the **Law Society** may from time to time designate but including those subject to the Tribunals and Inquiries Act 1992, the Competition Commission, Legal Services Commissions Review Panels and Parole Boards;

(d) Justices' Clerks; or

(e) Superintendent Registrars and Deputy Superintendent

Registrars of Births, Marriages and Deaths and Registrars of Local Crematoria.

2.28 Qualifying Insurance means a policy that provides professional indemnity insurance cover in accordance with the **Minimum Terms and Conditions** but only to the extent required by the **Minimum Terms and Conditions**

2.29 Recognised Body means a body for the time being recognised by the **SRA** under section 9 of the Administration of Justice Act 1985.

2.30 Recognised Sole Practice means the **Practice** of a sole solicitor or REL (as defined in the glossary to the **Minimum Terms and Conditions**) which is recognised by the **SRA** under section 9 of the Access to Justice Act 1985.

2.31 Regulated Services means the legal and other professional services that the **Insured Firm** provides that are regulated by the **SRA** and includes, where appropriate, acting as a trustee or as the holder of a specified office or appointment.

2.32 SRA means the Solicitors Regulation Authority

2.33 Successor Practice means a **Practice** identified in this definition as 'B', where:

(i) 'A' is the **Practice** to which B succeeds;

(ii) 'A's owner' is the owner of A immediately prior to transition;

(iii) 'B's owner' is the owner of B immediately following transition; and

(iv) 'transition' means merger, acquisition, absorption or other transition which results in A no longer being carried on as a discrete legal **Practice**.

B is a **Successor Practice** to A where:

(v) B is or was held out, expressly or by implication, by B's owner as being the successor of A or as incorporating A, whether such holding out is contained in notepaper, business cards, form of electronic communications, publications, promotional material or otherwise, or is contained in any statement or declaration by B's owner to any regulatory or taxation authority; and/or

(vi) A's owner was a sole practitioner and the transition occurred on or before 31 August 2000 – the sole practitioner is a **Principal** of B's owner; and/or

(vii) A's owner was a sole practitioner and the transition occurred on or after 1 September 2000 – the sole practitioner is a **Principal** or **Employee** of B's owner; and/or

(ix) A's owner was a **Recognised Body** – that body is a **Principal** of B's owner; and/or

(x) A's owner was a **Partnership** – the majority of the **Principals** of A's owner did not become **Principals** of the owner of another legal **Practice** as a result of the transition – one or more of the **Principals** of A's owner have become **Principals** of B's owner, and:

(a) B is carried on under the same name as A or a name which substantially incorporates the name of A (or a substantial part of the name of A); and/or

(b) B is carried on from the same premises as A; and/or

(c) the owner of B acquired the goodwill and/or assets of A; and/or

- (d) the owner of B assumed the liabilities of A; and/or
- (e) the majority of staff employed by A's owner became **Employees** of B's owner.

Notwithstanding the foregoing, B is not a **Successor Practice** to A under paragraph (i), (ii), (iii), (iv) or (v) if another **Practice** is or was held out by the owner of that other **Practice** as the successor of A or as incorporating A, provided that there is insurance complying with the **Minimum Terms and Conditions** in relation to that other **Practice**.

2.34 Sum Insured means the limit of liability of the **Insurer** under this Policy stated in the Schedule.

2.35 Terrorism means an activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure, or a threat thereof; and appears to be intended to:

- (i) intimidate or coerce a civilian population;
- (ii) disrupt any segment of the economy of a government de jure or de facto, state or country;
- (iii) overthrow, influence, or affect the conduct of any government de jure or de facto by intimidation or coercion; or
- (iv) affect the conduct or policy of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

2.36 Total Premium means the premium and IPT payable by the **Insured** to the **Insurer** under this Policy stated in the Schedule.

2.37 War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power or confiscation by order of any public authority or government de jure or de facto or martial law, but not including **Terrorism**.

3. Limit of Insurance Cover

3.1. Any one Claim

Subject to clause 3.4, the **Sum Insured** for any one **Claim** (exclusive of **Defence Costs**) first made against the **Insured Firm** during the **Period of Insurance** or after the **Period of Insurance** and arising from **Circumstances** first notified to the **Insurer** during the **Period of Insurance** is as specified in the Schedule.

3.2. No limit on Defence Costs

There is no monetary limit on the cover for **Defence Costs**.

3.3. Proportionate Limit on Defence Costs

Notwithstanding clauses 3.1 and 3.2, the liability of the **Insurer** for **Defence Costs** in relation to a **Claim** which exceeds the **Sum Insured** is limited to the proportion that the **Sum Insured** bears to the total amount paid or payable to dispose of the **Claim**.

3.4. One Claim

For the purposes of clauses 3.1 and 3.3:

- (i) all **Claims** against any one or more **Insured** arising from:
 - (a) one act or omission;
 - (b) one series of related acts or omissions;

(c) the same act or omission in a series of related matters or transactions;

(d) similar acts or omissions in a series of related matters or transactions

and

- (ii) all **Claims** against one or more **Insured** arising from one matter or transaction

will be regarded as one **Claim**.

4. Excesses

4.1. The Excess

The **Insured** will bear the first amount of each and every **Claim**, and any award by a regulatory authority which falls within the scope of clause 1.3 above, up to the amount of the **Excess** as shown in the Schedule. The **Excess** does not apply to **Defence Costs**.

4.2. Policy Periods in excess of 12 months

Where a **Policy Period** exceeds 12 months and the **Excess** payable by the **Insured** is specified in the Schedule as being subject to an aggregate limit:

- (i) That aggregate limit shall apply to **Claims** made against the **Insured**, and **Claims** arising from **Circumstances** first notified to **Insurers**, up to the first anniversary of the date upon which cover commences; and
- (ii) A further aggregated limit (identical to that specified in the Schedule) shall apply to **Claims** made against the **Insured**, and **Claims** arising from **Circumstances** first notified to **Insurers**, on or after the first anniversary of the date upon which cover commences.

4.3. No deductibles

Subject to clause 4.4 the **Excess** does not reduce the **Sum Insured**.

4.4. Funding of the Excess

If an **Insured** fails to pay to a **Claimant** any amount which is within the **Excess** within thirty (30) days of it becoming due for payment, the **Claimant** may give notice of the **Insured's** default to the **Insurer**, whereupon the **Insurer** is liable to remedy the default on the **Insured's** behalf. Any amount paid by the **Insurer** to remedy such a default erodes the **Sum Insured**.

5. Exclusions

This Policy excludes and does not cover any civil liability or **Defence Costs** which arise from any of the following.

5.1. Debts, trading liabilities and funding arrangements

- (i) Any trading or personal debt of any **Insured**; or
- (ii) Any legal liability assumed or accepted by an **Insured** or the **Insured Firm** under any contract or agreement for the supply to, or use by, the **Insured** or **Insured Firm** of goods or services in the course of the **Insured Firm's Practice**, save that this exclusion 5.1(ii) will not apply to any legal liability arising in the course of the **Insured Firm's Practice** in connection with it or any **Insured's** use of or access to the HM Land Registry network (including, without limitation, access under a Network Access Agreement made under the Land Registration (Network Access) Rules and the Land Registration (Electronic Communications)

Order 2007) other than an obligation to pay search fees or other charges for searches or services provided by HM Land Registry to the **Insured Firm**; or

- (iii) Any guarantee, indemnity or undertaking by any particular **Insured** in connection with the provision of finance, property, assistance or other benefit or advantage directly or indirectly to that **Insured**.

5.2. Death or Bodily Injury

Any liability of any **Insured** for causing or contributing to death or **Bodily Injury**, except that this Policy covers liability for psychological injury or emotional distress which arises from a breach of duty in the performance of (or failure to perform) legal work.

5.3. Director and Officers' Liability

Any liability of any natural person in their capacity as a member of a limited liability **Partnership** or director or officer of a body corporate other than any **Recognised Body, Licensed Body** (in relation to the activities regulated by the **SRA** in accordance with the terms of the body's licence) or a service, administration, trustee or nominee company owned as at the date of the relevant **Circumstances** by the **Insured Firm** and/or the **Principals** of the **Insured Firm** except that:

- (i) This Policy nonetheless covers any liability of that person which arises from a breach of duty in the performance of (or failure to perform) legal work; and
- (ii) This Policy nonetheless covers each other **Insured** against any vicarious or joint liability

5.4. Employment breaches, discrimination etc.

Wrongful dismissal, repudiation or breach of an employment contract or arrangement, termination of a training contract, harassment, discrimination or like conduct in relation to any **Partnership** or shareholder agreement or arrangement or the equivalent where the firm is a limited liability **Partnership** or a company without a share capital, or in relation to any employment or training agreement or arrangement.

5.5. Fines, penalties, punitive, multiple or exemplary damages

- (i) Any fine or penalty, or
- (ii) Award of punitive, exemplary or like damages under the Law of the United States of America or Canada, other than in respect of defamation; or
- (iii) Order or agreement to pay the costs of a complaint, regulator, investigator or any prosecutor of any professional conduct complaint against, or investigation into the professional conduct of, any **Insured**.

5.6. Fraud and dishonesty

Any dishonest or fraudulent act or omission committed or condoned by any **Insured**, provided that

- (i) This exclusion does not apply to any other **Insured** who did not commit or condone the dishonesty or the fraudulent act or omission; and
- (ii) No such dishonesty, act or omission will be imputed to a body corporate unless it was committed or condoned:
 - (a) in the case of a company, by all directors of that company; or
 - (b) in the case of a limited liability **Partnership**, by all members

of that limited liability **Partnership**.

5.7. Partnership disputes

Any actual or alleged breach of the **Insured Firm's Partnership** or shareholder agreement or arrangements, including any equivalent agreement or arrangement where the **Insured Firm** is a limited liability **Partnership** or a company without a share capital.

5.8. Prior cover

Any **Claim** in respect of which the **Insured** is entitled to be indemnified under a professional indemnity insurance contract for a period earlier than the **Period of Insurance**, whether by reason of notification or **Circumstances** under the earlier contract or otherwise.

5.9. Property Damage

Any liability of any **Insured** for causing or contributing damage to, or destruction or physical loss of, any property (other than property in the care, custody, or control of any **Insured** in connection with the **Insured Firm's Practice** and not occupied or used in the course of the **Insured Firm's Practice**), except that this Policy nonetheless covers liability for such damage, destruction or loss which arises from breach of duty and performance of (or failure to perform) legal work.

5.10. War and Terrorism and asbestos

Any liability in respect of, or in way in connection with:

- (i) **Terrorism, War** or other hostilities;
- (ii) Asbestos or any actual or alleged asbestos related injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos,

save that this exclusion does not apply to any civil liability or related **Defence Costs** arising from any actual or alleged breach of duty in the performance of (or failure to perform) legal work or failure to discharge or fulfil any duty incidental to the **Insured Firm's Practice** or to the conduct of **Private Legal Practice**.

5.11. International Trade Sanctions

Any **Claim** or any benefit under this Policy to the extent that such provision of cover, payment of such **Claim** or provision of such benefit would expose the **Insurer** 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, Australia or United States of America.

5.12. Overseas Practice

The provision of any **Regulated Services** undertaken by the **Insured, Insured Firm, Prior Practice** or **Successor Practice** (as the case may be) where such work has emanated from or been undertaken in an office located outside the Geographical Limits of England and Wales.

6. Duties in the event of a Claim or potential Claim

6.1. Claim notification

The **Insured** will give notice in writing to the **Insurer** as soon as is possible of any:

- (i) **Claim** first made against any **Insured** during the **Period of Insurance**;
- (ii) **Circumstances** of which any **Insured** first become aware during the **Period of Insurance**; or

- (iii) Investigation, enquiry or disciplinary proceedings during or after the **Period of Insurance** arising from **Circumstances** first notified to the **Insurer** during the **Period of Insurance**.

Such notice to the **Insurer** pursuant to this clause shall be given in writing to the Claims notification addresses specified in the Schedule.

6.2. Insured's duties

For each and every **Claim** the **Insured** and any person acting on behalf of the **Insured**:

- (i) will give the **Insurer** and any investigators or solicitors, consultants, agents or advisors appointed by the **Insurer** all information and documents they reasonably require, and full cooperation and assistance in the investigation, defence, settlement, avoidance or reduction of any actual or possible **Claim** or any related proceedings;
- (ii) will not, without the prior consent in writing of the **Insurer**, admit liability for or settle any **Claim** in respect of which the **Insurer** is liable to indemnify any **Insured** under this Policy;
- (iii) will not be required to contest any legal proceedings unless a Queen's Counsel (to be selected by agreement between the parties or, in default of agreement, to be selected by the President of the **Law Society**) should advise that, taking due account of the interest of both the **Insurer** and the **Insured** such proceedings should be contested. Counsel's fee will in each case be payable by the party against whose contention Counsel advises;
- (iv) will not disclose the terms of this Policy or the **Total Premium** to any third party except to the extent required by law, by the Solicitor's Indemnity Insurance Rules or if the **Insurer** consents in writing to such disclosure.

6.3. Insurer's rights

Notwithstanding any dispute or difference between the **Insured** and the **Insurer**, whether or not referred to arbitration under this Policy, the **Insurer** may at its option:

- (i) Take over and conduct in the name of any **Insured**, in such manner as the **Insurer** may in its absolute discretion think fit, the defence or settlement of any **Claim** in respect of which the **Insurer** is liable to indemnify any **Insured** under this Policy; and
- (ii) Without prejudice to the generality of the forgoing, appoint solicitors to act on its behalf and on behalf of the **Insured** for all purposes in relation to any **Claim** or **Circumstances** in respect of which the **Insurer** is liable to indemnify any **Insured** under this Policy. The appointed solicitors shall act at the sole discretion of the **Insurer** and shall disclose to the **Insurer** as required any evidence, document or information given to or which becomes known to the appointed solicitor in the course of so acting. The **Insured** shall not have any entitlement to see or be provided with copies of reports from the appointed solicitors to the **Insurer** or its agents.

6.4. Reimbursement

- (i) Each **Insured** who committed or condoned (whether knowingly or recklessly):
 - (a) Any breach of the duty to make a fair presentation of the risk, or misrepresentation;
 - (b) Any breach of the terms or conditions of this Policy;
 - (c) Dishonesty or any fraudulent act or omission; or

- (d) undertakes, either by itself or by any of its **Principals**, **Employees**, consultants or agents or any person on its behalf, any activity during the **Cessation Period** in connection with **Private Legal Practice** save to the extent that the activity is undertaken to discharge any of its obligations within the scope of its existing instructions or is necessary in connection with the discharge of any such obligation.

will reimburse the **Insurer** to the extent that is just and equitable having regard to the prejudice caused to the **Insurer's** interests by such failure to make a fair presentation of the risk, misrepresentation, breach, dishonesty, act or omission, provided that no **Insured** shall be required to make any such reimbursement to the extent that such breach of the terms or conditions of the insurance was in order to comply with any applicable regulatory arrangements of the **SRA**.

No failure to make a fair presentation of the risk, misrepresentation, breach, dishonesty, act or omission will be imputed to a body corporate unless it was committed or condoned by, in the case of a company, all directors of that company or, in the case of a limited liability **Partnership**, all members of that limited liability **Partnership**.

Any right of reimbursement under this clause against any **employee** of the **Insured**, former **employee** of the **Insured** or any person who becomes an **employee** of the **Insured** during the **Period of Insurance** (or against the estate or legal personal representative of any such person if they die or become legally incapacitated) is limited to the extent that is just and equitable having regard to the prejudice caused to the **Insurer's** interests by that person having committed or condoned (whether knowingly or recklessly) the failure to make a fair presentation of the risk, misrepresentation, breach, dishonesty, act or omission.

- (ii) Each **Insured** will reimburse the **Insurer** for all costs advanced on that **Insured's** behalf which the **Insurer** is not ultimately liable to pay.
- (iii) The persons who are at any time during the **Period of Insurance** **Principals** of the **Insured Firm** (together with, in relation to a sole practitioner, any person held out as a partner of that practitioner) will reimburse the **Insurer** for any **Excess** paid by the **Insurer** on an **Insured's** behalf. The **Sum Insured** shall automatically be reinstated upon and to the extent of reimbursement of any amount by which it may be eroded under clause 4.4.
- (iv) The **Insured Firm** will account to the **Insurer** for any asset or entitlement of any person who committed or condoned any dishonesty or fraudulent act or omission provided that the firm is legally entitled to withhold that asset or entitlement from that person.
- (v) Each **Insured** will reimburse the **Insurer** forthwith upon resolution of any coverage dispute for any amount paid by the **Insurer** on that **Insured's** behalf which, on the basis of the resolution of the dispute, the **Insurer** is not ultimately liable to pay.

6.5. Disputed defence or appeal

If any dispute arises between the **Insured** and **Insurer** as to whether a **Claim** should be defended or an appeal made, such dispute will be subject to English law and deferred to English Queen's Counsel, to be mutually agreed between the parties, (or in default of agreement to

be nominated by the President of the **Law Society**) whose decision will be final. In the event of conflict between any person falling within the definition of **Insured** separate representation will be arranged for each party.

6.6. Subrogation

- (i) If any payment is made by the **Insurer** in respect of a **Claim** against any **Insured**, the **Insurer** will be subrogated to all rights of the **Insured** of indemnity, contribution or recovery to the extent of that payment. The **Insured** will not surrender such right, or settle any such **Claim** for indemnity, contribution or recover without the prior consent in writing of the **Insurer**.
- (ii) The **Insurer** has the right to enforce in the **Insured's** name, the **Insured's** rights of recovery or to take action including but not limited to an appeal against any decision of a Court or arbitrator or against any other person if it is relevant to any loss suffered by the **Insurer**. The **Insured** must cooperate fully with the **Insurer** and give the **Insurer** all the help it needs to enforce these rights, remedies, relief or recovery.
- (iii) If the **Insurer** does manage to recover any amounts by using these rights, the **Insurer** will use them first to repay in full any payment the **Insurer** has made under this Policy. The **Insurer** will then pay the **Insurer's** costs and expenses, including any interest due on those payments and costs. Any money left will go towards the **Insurer's** losses, if any.

7. General Terms and Conditions

7.1. Adjustment of Total Premium

If during the **Period of Insurance** the **Insurer** in its absolute discretion decides that there is a material change to the identity of the **Insured** or the nature or scope of the legal **Practice** carried on by the **Insured Firm** as at the commencement of the **Period of Insurance** which, if notified to the **Insurer** prior to the making of this Policy, would have caused the **Insurer** to require a higher premium than that set out in the Schedule, the **Insurer** shall have the right to adjust the **Total Premium** and/or **Excess** in respect of the period subsequent to the material change to that which in its absolute discretion it decides that it would have charged in respect of that period had it been aware of the change prior to the making of the contract.

If during the **Period of Insurance** but for clause 7.12 the **Insurer** would have been entitled to avoid this Policy on the grounds of any non-disclosure or misrepresentation by the **Insured** of any material fact or matter, either prior to inception or prior to any variation in cover, the **Insurer** shall have right to adjust the **Total Premium** and/or **Excess** from inception or from any variation in cover to that which in its absolute discretion it decides that it would have charged had the material fact, facts or matters been disclosed or accurately represented.

7.2. Additional Premium

Any persons who are at any time during the **Period of Insurance** **Principals** of the **Insured** or who hold themselves out to be **Principals** of the **Insured** shall be jointly and severally liable for the payment of:

- (i) Any additional premium which becomes payable to the **Insurer** under clauses 1.4, 1.5 or 1.7 above; and
- (ii) Any additional premium which becomes payable to the **Insurer** under clause 7.1 above.

7.3. Conduct of a Claim pending dispute resolution

Pending resolution of any coverage dispute and without prejudice to any issue in dispute, the **Insurer** will, if so directed by the **SRA**, conduct any **Claim**, advance **Defence Costs** and, if appropriate, compromise and pay the **Claim**. If the **SRA** is satisfied that:

- (i) The party requesting the direction has taken all reasonable steps to resolve the dispute with the other party or parties; and
- (ii) There is reasonable prospect that the coverage dispute will be resolved or determined in the **Insured's** favour; and
- (iii) It is fair and equitable in all circumstances for such direction to be given.

it may in its absolute discretion make such a direction

7.4. Construction and interpretation

Unless otherwise agreed, the construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with the Laws of England.

7.5. Contract (Rights of Third Parties) Act 1999

No person who is not an **Insured** shall be entitled to enforce any term of this contract of insurance for its own benefit under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

This clause does not affect any rights enforceable under the Third Parties (Rights against **Insurers**) Act 2010.

It is agreed by the **Insured** and the **Insurer** that Inperio (London) Limited has the right to collect and premium or **Excess** which falls due under this contract of insurance any that such right can be exercised and enforced by Inperio (London) Limited pursuant to the Contract (Rights of Third Parties) Act 1999. For the avoidance of doubt, Inperio (London) Limited is not a party to this contract and cannot be joined as a party to any dispute between the **Insurer** and the **Insured** in respect of breaches of this contract of insurance.

7.6. Defence Costs

The **Insurer** will meet **Defence Costs** as and when they are incurred, including **Defence Costs** incurred on behalf of an **Insured** who is alleged to have committed or condoned dishonesty or fraudulent act or omission, provided the **Insurer** is not liable for **Defence Costs** incurred on behalf of that **Insured** after the earlier:

- (i) The **Insured** admitting to the **Insurer** the commission or condoning of such dishonesty, fraudulent act or omission; or
- (ii) A court of either judicial body finding that the **Insured** was in fact guilty of such dishonesty, fraudulent act or omission.

7.7. Legal actions against the Insurer

No party may bring a legal action against the **Insurer** under this Policy until there has been full compliance with all the terms of this Policy, or the **Insurer** agrees in writing that the **Insured** has an obligation to pay, or until the amount of that obligation has finally been determined by judgment after trial.

No party has the right under this Policy to bring the **Insurer** into an action to determine the **Insured's** liability.

7.8. Material alteration

The **Insured** will give to the **Insurer** written notice as soon as possible

of any material alteration to the risk during the **Period of Insurance** including but not limited to:

- (i) Any **Insured** going into voluntary bankruptcy, receivership or liquidation or the **Insured** failing to pay debts or breaching any other obligation giving rise to the employment of a receiver or bankruptcy or winding up proceedings; and/or
- (ii) Any material change in the nature of the professional services offered by the **Insured** including but not limited to;
Change of Ownership
Change in Partners, Members or Directors
Introduction of work not previously disclosed to the **Insurer**

7.9. Minimisation of risk

The **Insured** will take all reasonable steps at its own expense to prevent a **Claim** arising or continuing. Upon the happening of a **Claim** and at all times thereafter, the **Insured** will act as a prudent uninsured and take such measures as are appropriate to avoid or minimise any **Claims** which arise or may arise from that **Claim**.

7.10. Minimum Terms and Conditions prevail

This Policy is to be construed or rectified so as to comply with the requirements of the **Minimum Terms and Conditions** (including any amendment pursuant to clause 7.11 below), and any provision of this policy which is inconsistent with the **Minimum Terms and Conditions** (including any amendment pursuant to clause 7.11 below) is to be severed or rectified to comply.

7.11. Variation of Terms

The **Insurer** shall vary the terms of this Policy to give effect to any variation to the **SRA** Indemnity Insurance Rules and the **Minimum Terms and Conditions**, such variation shall be implemented by the **Insurer**:

- (i) On the date of any renewal or replacement of this Policy or any extension to the **Period of Insurance** occurring that Indemnity Period; or
- (ii) On each date falling in eighteen (18) month intervals from the commencement of the **Policy Period** where no variation has occurred by reason of clause 7.11 (i) within the immediately preceding eighteen (18) month period.

save that no variation shall be required under clause 7.11 (ii) where the date on which variation would have been required is a date within the **Extended Policy Period** or the **Cessation Period**.

7.12. No avoidance or repudiation

The **Insurer** is not entitled to avoid or repudiate this Policy on any grounds whatsoever including, without limitation, any breach of the duty to make a fair presentation of the risk or any misrepresentation, in each case whether fraudulent or not.

7.13. No adjustment or denial

Subject to the operation of clauses 3.1 and 3.4 the **Insurer** is not entitled to reduce or deny its liability under this Policy on any grounds whatsoever including, without limitation, any breach of any term or condition of this Policy, except to the extent that one of the exclusions contained in section 5 applies.

7.14. No cancellation

This Policy cannot be cancelled except by the agreement of both the **Insured Firm** and the **Insurer**, save that cancellation shall take effect

automatically where:

- (i) The **Insured Firm's Practice** is merged into a **Successor Practice**, provided that there is insurance complying with the **Minimum Terms and Conditions** in relation to that **Successor Practice**, in which case cancellation shall automatically take effect on the date of such merger; or
- (ii) Replacement insurance, complying with the **Minimum Terms and Conditions** in effect at its commencement, commences, in which case cancellation shall automatically take effect on the date on which such replacement insurance commences; or
- (iii) It subsequently transpires that the **Insured Firm** is not required under the **SRA** Indemnity Insurance Rules to effect a Policy of **Qualifying Insurance**, in which case cancellation shall automatically take effect on the later of
 - (a) the start of the relevant **Policy Period**; and
 - (b) the date on which the **Insured Firm** ceased to be required to effect a Policy of **Qualifying Insurance**, or such later date as the **Insured Firm** and the **Insurer** may agree;

Cancellation will not affect the rights and obligations of the **Insurer** and the **Insured** accrued under this Policy prior to the date of cancellation and the **Insurer** shall be entitled to retain any premium paid.

7.15. No set-off

Any amount payable by the **Insurer** to indemnify an **Insured** against civil liability for a **Claim** will be paid only to the **Claimant**, or at the **Claimant's** direction, and the **Insurer** is not entitled to set-off against any such amount any payment due to it by any **Insured** including, without limitation, any payment of premium or to reimburse the **Insurer**.

7.16. Other insurance

The liability of the **Insurer** under this Policy is not reduced or excluded by reason of the existence or availability of any other insurance except as provided by clause 5.8 or where the **Insured Firm**, having entered the **Extended Policy Period** or **Cessation Period**, obtains and incepts a Policy of **Qualifying Insurance** that incepts from and with effect from the expiration of the **Policy Period**. This clause does not affect any right of the **Insurer** to **claim** contribution from any other **Insurer** which is also liable to indemnify any **Insured**.

7.17. Reporting obligation

The **Insured** agrees that the **Insurer** may comply with all the requirements imposed on the **Insurer** by the Participating **Insurers** Agreement between the **Insurer** and the **SRA**, and in particular may notify the **SRA** or such person as may be identified in the Participating **Insurers** Agreement or as the **SRA** may notify to the **Insurer**, of:

- (i) Any failure on the part of the **Insured Firm** to pay any sum due to the **Insurer** including premium or to reimburse any amount falling within the **Excess** which has been paid by the **Insurer** to a **Claimant**;
- (ii) Any dishonesty or fraud suspected by the **Insurer**; and/or
- (iii) Any other matters which the **Insurer** is obliged by the Participating **Insurers** Agreement to notify the **SRA** or to any other person.

7.18. Resolution of disputes

Any dispute or difference between the **Insured** and the **Insurer** regarding the application of any of the terms and conditions of this Policy shall at the request of either party, be referred to a sole agreed arbitrator (or in default of agreement to a sole arbitrator appointed by the President of the **Law Society**) whose decision shall be final and binding and the law of the arbitration shall be that of England.

In the event of a dispute, the **Insured** and the **Insurer** will take all reasonable steps to resolve such dispute in conjunction with any related dispute between any other party which has insurance complying with the **Minimum Terms and Conditions** and that party's **Insurer**.

7.19. Successor Practice – “double insurance”

If the **Insured Firm's Practice** is succeeded during the **Period of Insurance** and as a result, a situation of “double insurance” exists between two or more **Insurers** of the **Successor Practice**, contribution between **Insurers** is to be determined in accordance with the relative number of **Principals** of the constituent **Practices** immediately prior to succession.

If there is a dispute as to whether a **Practice** is a **Successor Practice** for the purposes of clauses 1.1 or 1.9, the **Insured** and the **Insurer** will take all reasonable steps (including, if appropriate, referring the dispute to arbitration) to resolve the dispute in conjunction with any related dispute between any other party which has insurance complying with the **Minimum Terms and Conditions** and that party's **Insurer**.

7.20. Waiver

The terms of this Policy shall not be waived or changed except by endorsement issued by the **Insurer** or intended to be issued by the **Insurer** to form part of this Policy.

7.21. Withholding assets or entitlements

The **Insured Firm** will account to the **Insurer** for any asset or entitlement of any person who committed or condoned any dishonesty or fraudulent act or omission provided that the **Insured Firm** is legally entitled to withhold that asset or entitlement from that person.

7.22. Notices

If the **Insured** gives the **Insurer** notice:

- (i) In relation to **Claims** – the **Insured** must send notices to the addresses referred to in the Schedule; or
- (ii) In relation to anything other than **Claims** – the **Insured** must send notices to Inperio (London) Limited, Cannon Wharf, Pell Street, London, SE8 5EN.

If the **Insurer** gives notice to the **Insured**, the **Insurer** will send it to the **Insured's** or the **Insured's** legal representative's last- known address, DX, fax or email or by any electronic method the **Insured** and the **Insurer** agree.

7.23. Sum Insured

The **Sum Insured** in the Schedule (including all agreed extensions) is provided jointly to all parties constituting the **Insured** and for all purposes the cover under this Policy will be considered as joint with a single **Sum Insured** as specified in the Schedule or as otherwise stated.

7.24. Payment exceeding the Sum Insured

If a payment exceeding the **Sum Insured** shown in the Schedule has to be made to settle a **Claim** the liability of the **Insurer** to pay all costs, fees and expenses both in respect of defending the **claim** shall be limited in proportion to the overall amount paid to settle the **Claim** under clause 1.1

8. Applicable Law and Language

The law allows the parties to this contract of insurance to select the law and jurisdiction to be applied to this policy. Unless it is agreed otherwise, the law that applies to this contract is English law.

It is agreed that any legal proceedings between the **Insured** and the **Insurer** in connection with this contract will only take place in the courts of England and Wales are subject to the exclusive jurisdiction of that court.

The terms and conditions of this Policy and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the Policy.

9. Complaints

9.1. What the Insured should do

The **Insurer** strives to provide an excellent service to all its customers but occasionally things can go wrong. The **Insurer** takes all complaints seriously and endeavours to resolve all customers' problems promptly. Prior to making a complaint please note clauses 7.3, 7.7 and 7.18.

If the **Insured** has a question or complaint about this insurance or the conduct of its intermediary they will contact their intermediary in the first instance. If the **Insured** wishes to contact the **Insurer** directly the **Insured** should write to The Manager Director, Inperio (London) Limited, Cannon Wharf, Pell Street, London, SE8 5EN. Please quote the Policy number or claim number as appropriate in any correspondence, an outline of your complaint and a contact telephone number.

The **Insurer** will make every effort to resolve the **Insured's** complaint immediately. If they cannot resolve the **Insured's** complaint by the end of the next working day, they will acknowledge the **Insured's** complaint within five (5) days of receipt and will do their best to resolve the problem within four (4) weeks by sending the **Insured** a final response letter.

If the **Insurer** is unable to resolve the **Insured's** complaint in this time, they will write to advise the **Insured** of progress and will endeavour to resolve their complaint within the following four (4) weeks. If the **Insured** is still dissatisfied after receiving the **Insurer's** final response letter they may refer the complaint to the Financial Ombudsman Service at the following address:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR. Telephone 0300 123 9 123 or 0800 023 4567 or by going to their website which is www.financialombudsman.org.uk/consumer/complaints.htm.

The **Insured** has the right of referral within six months of the date of the **Insurer's** final response letter. Whilst the **Insurer** is bound by the decision of the Financial Ombudsman Service, the **Insured** is not. Following the complaints procedure above does not affect your right to take legal action.

The **Insured** may also be able to refer their complaint to:

Office of the Arbiter for Financial Services, 1st Floor St Calcedonius Square, Floriana FRN 1530 Malta, telephone (+356) 212 49245 if the **Insured** is not satisfied with the **Insurer's** final response or they have not responded within fifteen (15) working days.

The **Insured** will have to pay EUR 25.00 at the time of making their complaint to the Arbiter to use this service.

About the Office of the Arbiter for Financial Services

The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The terms "person" does not specify that this is limited to individuals and therefore any policyholder, **Insured** person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint.

For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit

<https://financialarbiter.org.mt/en/Pages/Home.aspx>

9.2. Financial Services Compensation Scheme

Accredited Insurance (Europe) Ltd – UK Branch is covered by the Financial Services Compensation Scheme ('the Scheme'). The **Insured** may be entitled to compensation from the Scheme if the **Insurer** is unable to meet its obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the The Financial Services Compensation Scheme, PO Box 300 Mitcheldean GL17 1DY or from their website: www.fscs.org.uk.

10. The Insurer's Details

10.1. Regulatory Details

Accredited Insurance (Europe) Limited - UK Branch (UK Company Number: BR021362; FRN:608422) is the UK Branch of Accredited Insurance (Europe) Limited which is incorporated in Malta (Company number: C59505) with limited liability, and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta; and is licensed in accordance with the Insurance Business Act, (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.

Accredited is subject to limited regulation by the UK's Financial Conduct Authority and the UK's Prudential Regulation Authority.

Inperio (London) Limited act as an administrator on behalf of Accredited Insurance (Europe) Ltd – UK Branch.

Inperio (London) Limited is a UK company which is an Appointed

Representative (Firm reference number 816746) of Bannerman Rendell Limited authorised by the UK Financial Conduct Authority (Firm reference number 308692) under the Financial Services and Markets Act 2000 and any relevant regulations or statutory instruments passed thereafter to undertake insurance mediation services in respect of this insurance.

10.2. Delegated authority Details

Inperio (London) Ltd are an intermediary and not an insurer. Inperio (London) Ltd has not made any personal recommendation regarding the sale of this policy.

This policy is issued in accordance with the authorisation the **Insurer** has granted to Inperio (London) Ltd under the terms of a contract between Inperio (London) Ltd and the **Insurer**. This contract makes Inperio (London) Ltd the **Insurer's** agent and gives Inperio (London) Ltd the authority to perform certain acts on the **Insurer's** behalf, but does not affect your rights to claim or make a complaint.

11. Data Protection

11.1. Data Protection

Where personal data is provided by the **Insured** (including by **Employees**), Accredited Insurance (Europe) Ltd and Inperio (London) Ltd are data controllers of such personal data.

If an **Insured Firm** fills in an application form or otherwise buys products or services, the **Insured Firm** will be giving their permission to the **Insurer** and Inperio (London) Ltd to process the information (which may include other companies within the **Insurer's** and Inperio (London) Ltd's group of companies) or each of their agents.

The information provided will be used for the purposes of administering the **Insured's** policy, communicating with the **Insured** and its **Employees**, for underwriting purposes, handling claims, credit broking, or complying with the **Insurer's** and Inperio (London) Ltd's legal and regulatory obligations. Before the **Insured** provides information about others, including its **Employees**, the **Insured** must make sure those people are aware of how we will use their information and have given their permission. The **Insured** confirms that it has the right to provide to the **Insurer** and Inperio (London) Limited the personal data of its **Employees** and to authorise use of such data for the purposes set out in this clause 11.1.

The **Insurer** and Inperio (London) Ltd may also share the **Insured's** personal and sensitive information with the administrators, reinsurers, Insurers, intermediaries or pass it on to other companies for processing on the **Insurer's** behalf as necessary, such as the **Insurer's** or Inperio (London) Ltd's IT service providers. If either the **Insurer** or Inperio (London) Ltd does this, they will make sure they only use the **Insured's** information for the purposes for which it was provided.

The **Insurer**, Inperio (London) Ltd or their agents may share information with regulators, public organisations or the police so that they can check the information and prevent or detect fraud.

The **Insurer** or Inperio (London) Ltd may share information with other companies within the **Insurer's** or Inperio (London) Ltd's group of companies and with the types of third party organisations described above in this clause 11.1 outside of the EEA in countries which may not provide the same level of protection for the data, but the **Insurer** or Inperio (London) Ltd will only do so in compliance with applicable

data protection laws. If an **Employee** believes the **Insurer** or Inperio (London) Ltd is holding any inaccurate information about the **Employee**, they should contact the address set out on their Schedule for Claims notification and they will be happy to correct any mistakes

The **Insured** or an **Employee** may also contact this address if the **Insured** or an **Employee** has any questions, comments or requests relating to personal data held by the **Insurer** or Inperio (London) Ltd.

11.2. Managing documents

The **Insurer** and Inperio (London) Ltd may hold documents relating to this policy and any Claims under it in electronic form and may destroy the originals. An electronic copy of any document will be admissible in evidence in the same way as the original.

11.3. Marketing

The **Insurer** or Inperio (London) Ltd would like to keep the **Insured Firm** informed (by phone, post or email) about certain products and services available from them and their carefully chosen suppliers. If **Insured Firm** would prefer not to receive this information, please let Inperio (London) Ltd know when you call or write to them.

Signature

Accredited Insurance (Europe) Ltd as licenced in accordance with the Insurance Business Act, 1988 (Chapter 403, Laws of Malta) to carry out insurance and reinsurance business.



Colin Johnson
Director
Accredited Insurance (Europe) Ltd