



Professional Liability
IFA



NOTICE

It is important to state at the outset that, on entering into this policy, the INSURED will be deemed to understand and accept all of the terms and conditions contained within it. It is therefore vitally important that the INSURED read the terms and conditions of this policy in detail and contact their insurance broker immediately with any doubts about any of the obligations arising or terminology used.

It is also important to note that this policy is a contract between the INSURED and the INSURER. Victor Insurance are not themselves a party to this insurance contract. Victor Insurance will, however, continue to be involved in dealing with any matters that may arise against this policy (particularly as regards any claims that may arise).

Thank you for obtaining Professional Indemnity Insurance cover via Victor Insurance.

Complaints

How to make a complaint

Victor Insurance aim is to ensure that all aspects of the INSURED'S insurance are dealt with promptly, efficiently and fairly. At all times Victor Insurance are committed to providing the INSURED with the highest standard of service.

If the INSURED has any questions or concerns about their policy or the handling of a claim, the INSURED should, in the first instance, contact Victor Insurance or the broker where applicable. In the event that the INSURED remains dissatisfied and wishes to make a complaint, the INSURED can do so at any time. Making a complaint does not affect any of the INSURED'S legal rights. Please contact:

Victor Insurance, The Paragon, Counterslip, Bristol, BS1 6BX.

If the INSURED remains dissatisfied after Victor Insurance has considered their complaint or if the INSURED has not received a written final response within eight weeks from the date Victor Insurance received their complaint, the INSURED may be entitled to refer their complaint to the Financial Ombudsman Service who will independently consider the INSURED's complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: (Fixed): 0800 0234567 (Mobile): 0300 1239123 (Outside UK): +44 (0) 20 7964 0500

Fax: +44 (0)20 7964 1001

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Please note:

The INSURED must refer their complaint to the Financial Ombudsman Service within six months of the date of the final response.

The Financial Ombudsman Service will normally only consider a complaint from private individuals, from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees or from trustees of a trust with net asset value of less than £1m.



The Financial Services Compensation Scheme (FSCS)

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

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PROFESSIONAL LIABILITY

“THIS IS A CLAIMS MADE AND CIRCUMSTANCE NOTIFIED INSURANCE”

The INSURED having made a PROPOSAL to INSURERS containing particulars and statements which have been relied upon by INSURERS in deciding whether to enter into this policy and at what terms, including premium amount, and in consideration of the INSURED having agreed to pay the premium shown in the SCHEDULE, INSURERS agree subject to the terms, conditions, exclusions and limitations of this insurance,

1.1 Insuring Clause

To indemnify the INSURED, up to the INDEMNITY LIMIT, for the amount of any claim including claimant's costs and expenses first made against the INSURED and notified to INSURERS during the POLICY PERIOD in respect of any breach of duty and/or breach of fiduciary duty occasioned by negligence which arises out of the exercise and conduct of the BUSINESS.

1.2 DEFENCE COSTS

To indemnify the INSURED for DEFENCE COSTS where such costs have been incurred with INSURERS' prior written consent. Such DEFENCE COSTS shall not be in addition to the INDEMNITY LIMIT.

EXTENSIONS

The following extensions are granted as part of this insurance, subject to the terms, conditions, exclusions and limitations of this insurance.

2.1 Loss of or Damage to DOCUMENTS

In the event of physical loss of or damage to DOCUMENTS suffered and notified to INSURERS during the POLICY PERIOD, the INSURED is indemnified for any claim or reasonable and necessary costs and expenses incurred in replacing, restoring or reconstituting any DOCUMENTS which are the property of the INSURED or are in the INSURED's care, custody or control.

The maximum amount payable by INSURERS shall be £50,000 in the aggregate.

2.2 Self Employed Persons

The INSURED is indemnified for any claim first made against the INSURED and notified to INSURERS during the POLICY PERIOD which the INSURED may become legally liable to pay for any breach of duty and/or breach of fiduciary duty occasioned by negligence arising out of the use of self employed or contract hire persons in the exercise and conduct of the BUSINESS, provided that details of payments to such persons has been declared to INSURERS at the commencement of this insurance. For the purpose of this insurance such persons are deemed to be employees of the INSURED.

2.3 Indemnity to Employees, Former Employees and/or Consultants

Employees or former employees of the INSURED are indemnified for any claim for breach of duty and/or breach of fiduciary duty occasioned by negligence first made against them and notified to INSURERS during the POLICY PERIOD which arises out of the exercise and conduct of the BUSINESS.

Former partners, former directors or former employees of the INSURED who have continued as consultants to the INSURED and any persons who were formerly consultants to the INSURED are indemnified in respect of any claim for breach of duty and/or breach of fiduciary duty occasioned by negligence first made against them and notified to INSURERS during the POLICY PERIOD which arises out of the exercise and conduct of the BUSINESS.

2.4 Dishonesty of Employees

The INSURED is indemnified for any claim first made against the INSURED and notified to INSURERS during the POLICY PERIOD which arises out of the exercise and conduct of the BUSINESS brought about, or contributed to, by the fraudulent, criminal or malicious act or omission of any person at any time employed by the INSURED who is not a partner or director, provided that:-

2.4.1 no person committing such fraudulent, criminal or malicious act or omission shall be entitled to indemnity

2.4.2 any monies which but for such fraudulent, criminal or malicious act or omission would be due from the INSURED to the person committing such act, or any monies held by the INSURED and belonging to such person, shall be deducted from any amount payable under this insurance.

2.5 Defamation, Libel and Slander

The INSURED is indemnified for any claim first made against the INSURED and notified to INSURERS during the POLICY PERIOD in direct consequence of any defamation, libel or slander by the INSURED which arises out of the exercise and conduct of the BUSINESS.

2.6 Ombudsman Awards

The INSURED is indemnified against:

2.6.1 any amount paid and/or payable and/or

2.6.2 the cost of taking any steps which the INSURED is directed to take in relation to a complainant in accordance with any final and binding award or determination of any Ombudsman appointed pursuant to the provisions of the Financial Services and Markets Act 2000 or any amendment or re-enactment thereof or such award or determination of the General Insurance Standards Council or any dispute resolution body to which the INSURED belongs provided that the claim giving rise to the award or determination of the Ombudsman was first made against the INSURED and notified during the POLICY PERIOD and that the claim arose out of the exercise and conduct of the BUSINESS.

CLAIMS CONDITIONS

The following claims conditions apply to this insurance:-

3.1 Discovery of a Claim or CIRCUMSTANCE

- 3.1.1 If during the POLICY PERIOD the INSURED receives notice of any claim that is indemnifiable under this insurance other than any claim provided for in 3.1.2, the INSURED shall give notice (in accordance with condition 3.2) to INSURERS as soon as practicable
- 3.1.2 If during the POLICY PERIOD the INSURED receives a LETTER OF CLAIM, the INSURED shall give notice (in accordance with condition 3.2) to INSURERS as soon as practicable and in any event within 7 working days from receipt of such LETTER OF CLAIM and not later than expiry of the POLICY PERIOD
- 3.1.3 If during the POLICY PERIOD the INSURED becomes aware of any CIRCUMSTANCE, the INSURED shall give notice (in accordance with condition 3.2) to INSURERS of such CIRCUMSTANCE as soon as practicable
INSURERS agree that any CIRCUMSTANCE notified to them during the POLICY PERIOD which subsequently gives rise to a claim after expiry of this insurance shall be deemed to be a claim first made during the POLICY PERIOD.

3.2 Notice

Notice to INSURERS under condition 3.1 shall not be valid unless it has been received in writing by the persons shown in the SCHEDULE.

3.3 Admission of Liability

In the event of any claim or CIRCUMSTANCE, the INSURED shall not admit liability and no admission, offer, promise or payment shall be made by the INSURED without INSURERS' prior written consent.

3.4 Conduct of Claims

Following notification of any claim or CIRCUMSTANCE, INSURERS shall be entitled to take over and conduct in the name of the INSURED the investigation, defence or settlement of any such matter. The INSURED shall CO-OPERATE and give all such assistance as INSURERS may reasonably require.

If the INSURED and INSURERS cannot agree a common course of action with regard to the contesting of any legal proceedings (whether defence or prosecution), the dispute will be resolved by the operation of condition 4.2.

GENERAL CONDITIONS

The following general conditions apply to this insurance:-

4.1 Subrogation

If any payment is made by INSURERS, the INSURED grants to INSURERS all rights of recovery against any parties from whom a recovery may be made and the INSURED shall take all reasonable steps to preserve such rights. However, INSURERS agree to waive any rights of recovery against any employee of the INSURED or former employee, self employed person or consultant of the INSURED unless liability has resulted in whole or part from any act or omission on the part of such person which is dishonest, fraudulent, criminal or malicious.

4.2 Insurance Disputes

This insurance is governed by the laws of England and Wales. Any dispute or difference between the INSURED and INSURERS arising from this insurance shall be referred for determination to Senior Counsel of the English Bar, to be mutually agreed between INSURERS and the INSURED, or any other person as may be mutually agreed. In the event of disagreement regarding the appointment, the Chairman of the Bar Council shall appoint a suitable person. The findings of the agreed or appointed person shall be binding on INSURERS and the INSURED, and the cost of such referral shall be allocated by the agreed or appointed person on a fair and equitable basis.

4.3 Claim Settlements

INSURERS may at any time pay to the INSURED in connection with any claim or claims the INDEMNITY LIMIT (less any sums already paid including DEFENCE COSTS) or any lesser sum for which such claim or claims can be settled and upon such payment INSURERS shall not be under any further liability in respect of such claim or claims except for DEFENCE COSTS incurred prior to such payment with INSURERS' prior written consent.

4.4 Contracts (Rights Of Third Parties) Act 1999

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999, and for the avoidance of doubt:

- 4.4.1 this insurance is not intended to confer any enforceable rights upon any third party, whether or not an interest of such third party is acknowledged by INSURERS
- 4.4.2 the parties to this insurance shall be entitled to rescind or vary this insurance without the consent of any third party, whether or not an interest of such third party is acknowledged by INSURERS
- 4.4.3 in the event of proceedings by a third party against INSURERS for the enforcement of any provision of this insurance, INSURERS shall have available to them any defence or set off which would have been available if the proceedings had been brought by the INSURED.

4.5 Several Liability Notice

The subscribing INSURERS' obligations under insurances to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing INSURERS are not responsible for the subscription of any co-subscribing INSURER who for any reason whatsoever does not satisfy all or part of its obligations.

4.6 Data Protection Act 1998

It is understood by the INSURED that any information provided to INSURERS regarding the INSURED will be processed by INSURERS in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

4.7 Cancellation

This insurance may be cancelled at any time by or on behalf of INSURERS by 60 days' notice given in writing to the INSURED at the INSURED's last known address or registered office (if a company) and the premium shall be adjusted on a pro rata basis.

4.8 Combined claims

Where the same original cause or single source or event gives rise to an entitlement on the part of the INSURED to indemnity under insuring clauses 1.1 and any extension(s) under this insurance, the maximum amount payable by INSURERS under insuring clause 1.1 and such extension(s) shall not exceed the INDEMNITY LIMIT.

EXCLUSIONS

This insurance shall not indemnify the INSURED in respect of any liability for, or directly or indirectly arising out of, or in any way involving:-

5.1 EXCESS

The EXCESS. DEFENCE COSTS referred to in insuring clause 1.2 shall be subject to the EXCESS.

5.2 Liability involving Transport or Property owned by the INSURED

The ownership, possession or use by or on behalf of the INSURED of any aircraft, watercraft, hovercraft, motor vehicle or trailer or any buildings, structures, premises or land or that part of any building leased, occupied or rented by the INSURED or any property of the INSURED.

5.3 Liability arising out of Employment

Any injury, disease, illness (including mental stress) or death of any employee under a contract of service with the INSURED or any claim arising out of any dispute between the INSURED and any present or former employee or any person who has been offered employment with the INSURED.

5.4 Supply of Goods

The manufacture, construction, alteration, repair, servicing or treating of any goods or products sold, distributed or supplied including the sale and/or supply of hardware and/or software by the INSURED.

5.5 Fraud, Dishonesty or Criminal Act

Any act, error or omission of any partner or director of the INSURED which is dishonest, fraudulent, criminal or malicious, or any claim where any person has committed a dishonest, fraudulent, criminal or malicious act after discovery by the INSURED of reasonable cause for suspicion that such act has been committed.

5.6 Controlling Interest

Any claim made against the INSURED by either:-

5.6.1 any entity in which the INSURED exercises a controlling interest, or

5.6.2 any entity exercising a controlling interest over the INSURED by virtue of having a financial or executive interest in the operation of the INSURED

unless such claim is made against the INSURED for an indemnity or contribution in respect of a claim made by an independent party against the said entities detailed in 5.6.1 or 5.6.2 and arises out of the exercise and conduct of the BUSINESS.

5.7 Contractual Liability

Any claim arising out of the INSURED's contractual liability unless such liability would still have attached in the absence of such a contract or agreement.

5.8 Nuclear Risks

Any of the following:-

5.8.1 ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

5.8.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5.9 War and Terrorism

Any of the following:-

- 5.9.1 War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or 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
- 5.9.2 any act or acts of terrorism, force or violence for political, religious or other ends directed towards the overthrowing or influencing of the government, or for the purpose of putting the public in fear, by any person or persons acting alone or on behalf of or in connection with any organisation
- 5.9.3 any action taken in controlling, preventing, suppressing or in any way relating to 5.9.1 and/or 5.9.2 above.

The burden of proving that a claim does not fall within this exclusion shall be upon the INSURED.

5.10 Area of Activities

Any work or activities undertaken by the INSURED outside the GEOGRAPHICAL LIMITS.

5.11 Jurisdiction

Any claim brought (or the enforcement of any judgement or award entered against the INSURED) outside the courts of the United Kingdom, Channel Islands, Isle of Man and Member States of the European Union.

5.12 Fines, Penalties, Punitive, Multiple or Exemplary Damages

Fines, penalties, punitive, multiple or exemplary damages, other than in respect of defamation, libel or slander where such have been identified separately within any judgement or award.

5.13 Loss of DOCUMENTS - Magnetic or Electrical Media

The physical loss of or damage to DOCUMENTS which are stored on magnetic or electrical media unless such DOCUMENTS are duplicated on magnetic or electrical media with the intention that in the event of loss or damage the duplicate can be used as the basis for restoring the DOCUMENTS to their original status.

5.14 POLLUTION

Any claim arising from POLLUTION.

5.15 Directors' and Officers' Liability

Any claim arising from being a director, officer or trustee of the INSURED (as opposed to those duties and functions carried out in furtherance of the BUSINESS) or from the acceptance of any directorship or trusteeship in any other company not forming part of the INSURED.

5.16 Other Insurance

Any claim where the INSURED is entitled to indemnity under any other insurance(s) except in respect of any amount for which the INSURED would otherwise be entitled to indemnity under this insurance beyond the amount for which the INSURED is entitled to indemnity under such other insurance.

5.17 Previous Claims and Circumstances

Any claim or circumstance that may give rise to a claim which has been notified in respect of any other insurance attaching prior to the inception of this insurance or as disclosed as a material fact to INSURERS which formed the basis of this insurance or any claim or circumstance that may give rise to a claim of which the INSURED was or should have been aware prior to the inception of this insurance.

5.18 Trading Losses

Any trading losses or trading liabilities incurred by any business managed or carried on by the INSURED including loss of any client account or business.

5.19 Asbestos

Any claim involving asbestos.

5.20 Electronic Data Recognition

Any claim:-

5.20.1 caused or contributed to by or arising from or in connection with any COMPUTER SYSTEM, whether or not the property of the INSURED, not being YEAR 2000 COMPLIANT, or

5.20.2 caused or contributed to by or arising from or in connection with any or any attempted correction, conversion, renovation, rewriting or replacement of any COMPUTER SYSTEM, related to YEAR 2000 COMPLIANCE.

5.21 Market Fluctuation

Any claim relating to the depreciation or financial return or loss of investments when such depreciation or financial return or loss is as a result of normal or abnormal fluctuations in any financial, stock, commodity or other markets which are outside the influence or control of the INSURED.

In addition, no cover shall be provided in connection with any investment advice given or services performed which have not been authorised where such authorisation is required under any statutory regulation by an appropriate statutory authority.

5.22 Pension Trustee Liability

Any claim arising from any Insured whilst acting in the capacity of trustee or fiduciary of any employer-sponsored pension or superannuation scheme or superannuation programme.

5.23 Bodily Injury and/or Property Damage

Any claim arising out of injury, disease, illness (including mental stress) or death of any person(s) or loss of or damage to property (except claims under extension 2.1).

5.24 Insolvency

Any claim by or against the INSURED arising out of or in connection with the insolvency, receivership, bankruptcy, liquidation, financial inability to pay and or financial failure of:

7.23.1 the INSURED;

7.23.2 any insurance company, building society, bank, financial institution, reinsurance company, underwriter, Lloyd's syndicate, syndicate, agent, broker or intermediary, benefit plan, self-insurance plan, insurance pool, risk retention group with whom, or through whom insurance cover has been placed or obtained, or any other entity,

unless the INSURED can prove to INSURERS satisfaction that any such claim arises out of the negligence of the INSURED to invest in or entrust monies or assets in any such insurance company, building society, bank, financial institution, reinsurance company, underwriter, syndicate, agent, broker or intermediary, benefit plan, self-insurance plan, insurance pool, risk retention group with whom, or through whom insurance cover has been placed or obtained, or any other entity.

DEFINITIONS AND INTERPRETATIONS

Headings and notes are for information purposes only and are not to be construed as part of this insurance. Various words and phrases are used in this insurance and wherever they appear, whether they are used in the plural or singular form, they are deemed to have the meaning set out below:-

6.1 INSURED

Shall mean:-

6.1.1 the PRACTICE

6.1.2 The present and future partners and present and future directors of the PRACTICE

6.1.3 Former partners and former directors of the PRACTICE in respect of claims made during the POLICY PERIOD but arising out of the exercise and conduct of the BUSINESS during the period whilst they were receiving salary or financial benefit from the PRACTICE

6.1.4 The estate, heirs and executors of those parties mentioned in 6.1.1 - 6.1.3.

6.2 PRACTICE

Shall mean the professional practices(s) whether corporate, sole trader or partnership named as the INSURED in the SCHEDULE including any predecessors in business.

This also includes any practice(s) or business(es) for which the INSURED is legally liable in consequence of the acquisition of such practice(s) or business(es) prior to inception of this insurance provided INSURERS have been notified in writing of the existence of such other practice(s) or business(es) and INSURERS have agreed to insure such entities.

6.3 BUSINESS

Shall mean advice given and service(s) performed by or on behalf of the INSURED as detailed in the SCHEDULE.

Where the INSURED is liable for a sub-consultant this definition is extended to include any professional activities of the sub-consultant for which the INSURED is liable.

In addition, this definition is extended to include personal appointments of any person except the acceptance of any directorship or trusteeship in any other company falling within the definition of the INSURED provided the fees, if any, for such activities are credited to the PRACTICE and such activities are related directly or indirectly to the activities listed in the SCHEDULE and the individual is qualified or experienced to carry out such work.

6.4 INSURERS

Shall mean the insurance company as listed in the SCHEDULE

6.5 SCHEDULE

Shall mean the document entitled "Schedule" that relates to this insurance.

6.6 INDEMNITY LIMIT

Shall mean the sum shown in the SCHEDULE which is available to indemnify the INSURED in respect of each claim provided that all claims payable under this insurance shall not exceed in the aggregate the limit shown in the SCHEDULE.

6.7 POLICY PERIOD

Shall mean the period shown in the SCHEDULE plus any extensions to the period which may be granted by INSURERS.

6.8 DEFENCE COSTS

Shall mean all legal costs and expenses incurred in the investigation, defence or settlement of any claim or CIRCUMSTANCE notified under the terms of this insurance and/or the cost of

representation at any enquiry or other proceedings which have a direct or indirect relevance to the investigation, defence or settlement of any matter notified under the terms of this insurance.

6.9 CIRCUMSTANCE

Shall mean information or facts or matters of which the INSURED is aware which is likely to give rise to a claim against the INSURED which the INSURED could become legally liable to pay and which arises out of the exercise and conduct of the BUSINESS.

6.10 DOCUMENTS

Shall mean project models or displays, deeds, wills, agreements, maps, plans, records, photographs or negatives, written or printed books, letters, certificates or written or printed documents of any nature whatsoever and shall include computer software and systems records (electronic data shall be deemed to be physical property for the purposes of this insurance). This definition excludes bearer bonds, coupons, bank or currency notes and other negotiable paper.

6.11 EXCESS

Shall mean the sum shown in the SCHEDULE unless otherwise stated in this insurance and shall be the first amount of each claim which is payable by the INSURED which shall not be indemnified by INSURERS.

For the avoidance of doubt a separate excess shall apply to each and every claim and each and every claimant.

Each and every claimant shall mean each and every:

- a. natural person
- b. corporation, investor or beneficiary
- c. party not included in a or b above

6.12 LETTER OF CLAIM

Shall mean the Letter of Claim as detailed in any applicable Pre-Action Protocol.

6.13 CO-OPERATE

Shall mean that the INSURED

- 6.13.1 assists INSURERS and their duly appointed representatives to put forward the best possible defence of a claim within the time constraints available
- 6.13.2 shall have adequate internal systems in place, which will allow ready access to material information
- 6.13.3 shall at all times and at its own cost give to INSURERS or their duly appointed representatives all such information, assistance, signed statements or depositions as may properly be required to facilitate compliance with all applicable Civil Procedure Rules, Practice Directions and Pre-Action Protocols and recoveries.
- 6.13.4 shall pay the EXCESS on demand of INSURERS or their duly appointed representatives to comply with any settlement agreed by INSURERS.

6.14 GEOGRAPHICAL LIMITS

Shall mean anywhere in the United Kingdom, Channel Islands, Isle of Man and Member States of the European Union or as varied in the SCHEDULE.

6.15 POLLUTION

Shall mean any one or a combination of a release, emission, discharge, dispersal, disposal, escape of any substances, which are capable of causing HARM to any person or any living organism, into or onto any water, land or air.

6.16 HARM

Shall mean any harm to the health of any living organism or interference with ecological systems of which they form part and, in the case of a person, shall include offence caused to any of their senses.

6.17 COMPUTER SYSTEM

Shall mean any computer, data processing equipment, media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real-time clock system or similar device, or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode.

6.18 YEAR 2000 COMPLIANT/COMPLIANCE

Shall mean that neither performance nor functionality of the COMPUTER SYSTEM is affected by any changes prior to, during and/or after, the Year 2000. In particular:-

- 6.18.1 No value for current date will cause or give rise to any interruption in the operation of the COMPUTER SYSTEM
- 6.18.2 Date based functionality and performance must behave consistently for dates prior to, during and/or after, the Year 2000
- 6.18.3 In all interfaces and data storage, the century in any date must be specified either explicitly or by unambiguous algorithms or inferencing rules
- 6.18.4 The Year 2000 must be recognised as a leap year.

6.19 PROPOSAL

Shall mean any proposal or application form, statement of fact, declaration or other information provided by the INSURED or on the INSURED'S behalf in connection with this policy.



www.victorinsurance.co.uk

Victor Insurance is a trading name of Marsh Ltd.
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Marsh Ltd is authorised and regulated by the Financial Conduct Authority.