



Professional Liability  
Insurance  
Intermediaries



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## Important Note

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

It is also important to note that this policy is a contract between *You* 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), and further information on this is provided in Section 3.

Thank you for obtaining *Your* Professional Indemnity insurance cover via Victor Insurance.

## Preamble

As part of the process of obtaining this insurance contract, *You* have made a *Proposal* to the *Insurer* and this *Proposal* has been relied upon by the *Insurer* in deciding whether or not to enter into this policy and on what terms, including premium amount.

This policy and any schedule and endorsements should all be read as if they were one document. In the event of any conflict between the various documents, the words used in any endorsements and schedule will override the words used in this policy. Any term that is defined outside of Section 7 will override any contradictory definition that may be contained within Section 7.

Any reference in this policy to the singular will also include the plural and vice versa. Also, any reference to a statute or statutory instrument will include any modifications to (or re-enactment of) them.

This policy will be subject to the law of England and Wales and, on entering into it, *You* agree to submit to the exclusive jurisdiction of the English courts.

Various words and phrases have a standardised meaning within this policy and such words and phrases are italicised throughout this policy and are defined in Section 7. Headings and notes are for information purposes only and are not intended to affect the meaning of this policy.

# Section 1

## Scope of Cover

### Insuring clause

In consideration of the premium that *You* have agreed to pay (as shown in the *Schedule*), the *Insurer* agrees, subject to the terms, conditions and exclusions of this policy, to indemnify *You*:

- a) For any *Claim* (including claimant's costs and expenses) first made against *You* and/or any of *Your* present or former *Partners, Directors, Members* or *Employees* or any other person or party acting or having acted for *You* or on *Your* behalf in connection with *Your Professional Business* during the *Policy Period* in respect of which *You* may incur a civil liability;
- b) For any *Claim* (including claimant's costs and expenses) first made against any of *Your* present or former *Partners, Directors, Members* or *Employees* during the *Policy Period* in their capacities as a director or officer of any *Third Party* company or trustee of any *Third Party* trust where such directorships, officerships or trusteeships are held by reason of *Your Professional Business*, provided that the *Claim* relates to services ordinarily undertaken by *Your Professional Business*.

The *Insurer's* total liability under this policy in respect of any one *Claim* (excluding *Defence Costs*) shall not exceed the *Limit of Indemnity*.

### Defence costs in addition

The *Insurer* will also indemnify *You* for *Defence Costs* where such costs have been incurred with the *Insurer's* consent. *Defence Costs* are payable in addition to the *Limit of Indemnity*.

In the event that a settlement of a *Claim* is made with any party in excess of the amount of the *Limit of Indemnity*, the *Insurer's* liability in respect of *Defence Costs* shall be reduced to the proportion that the *Limit of Indemnity* bears to the amount at which the settlement is made.

## Section 2

### Extensions

Subject to the terms and conditions elsewhere in this policy, the following extensions are given:

#### Acquisitions

The definition of “*You*” is extended to include any subsidiary which *You* may acquire or create during the *Policy Period*. Such cover shall only apply in respect of any *Claim* or *Circumstance* arising from any *Professional Business* undertaken by the subsidiary on or after the date of acquisition or creation. However, if the newly acquired or created subsidiary:

- a) Has total gross income which exceeds 10% of *Your* total income for the last completed financial year; or
- b) has any *Claims* or *Circumstances* paid or reserved against it

then the *Insurer* will be entitled to amend the policy terms and conditions and charge a reasonable additional premium to include the newly acquired or created subsidiary.

#### Appointed representatives

The *Insurer* will indemnify *You* (subject to notification having been made under Section 3 of this policy) for any *Claim*, liability, expenses, costs or *Defence Costs* made against or incurred by *You* or by any other person or entity directly appointed by and acting for *You* or on *Your* behalf during the *Policy Period* and arising out of the acts of an *Appointed Representative*.

The *Insurer's* liability under this extension is limited to the *Limit of Indemnity*.

#### Court attendance

Subject to prior written consent having been obtained, the *Insurer* will compensate *You* in the event that the *Insurer* or their solicitors require *You* or any other relevant party (not including expert witnesses) to attend court or any arbitration or adjudication hearing as a witness of fact or in connection with a *Claim* made against *You* or any of *Your* present or former *Partners, Directors, Members* or *Employees* during the *Policy Period* at the following rates for each day or part day on which attendance is required:

- a) Any of *Your Partners, Directors* or *Members* – GBP500
- b) Any of *Your Employees* – GBP250
- c) Any other relevant party – up to GBP500

The *Insurer's* liability under this extension is limited to GBP50,000 each claim.

This extension is not subject to an *Excess*.

#### Inadvertent failure to make a *Fair Presentation* before policy commenced

In order to take advantage of this particular extension, *You* must establish to the *Insurer's* satisfaction that the event(s) referred to in a) to d) below were innocent and free of any fraudulent conduct or intent to deceive.

Subject to what appears above and in addition to the *Insurer's* obligations under the Insurance Act 2015, the *Insurer* will not exercise its right to avoid this policy or avoid any *Claim* where, before the start of the *Policy Period*, there was (or it is asserted that there was):

- a) A failure to disclose (or a misrepresentation of) material facts to the *Insurer*, and/or
- b) Provision of incorrect particulars or statements to the *Insurer*, and/or
- c) A failure to disclose to the *Insurer* that a *Claim* has been (or is likely to be) made; and/or
- d) A failure to disclose to the *Insurer* that a *Claim* has been (or is likely to be) intimated.

In any case where *You* could have notified matters falling within c) or d) above to a previous insurance policy, if the previous policy had a lower limit of indemnity than the *Limit of Indemnity* under this policy, the *Insurer* will only be liable to indemnify *You* in respect of those matters to the extent of the indemnity that would have been provided under the previous policy.

Where the alleged event in a) to d) above has resulted in prejudice to the handling or settlement of any *Claim* or *Circumstance*, the indemnity afforded by this policy in respect of that *Claim* or *Circumstance* (including *Defence Costs*) will be reduced to a sum which, in the *Insurer's* reasonable opinion, would have been payable by them if the prejudice had not occurred.

### Legal defence

For the purposes of this extension *You* shall mean *You* and *Your* present or former *Partners, Directors, Members* or *Employees*

The *Insurer* will indemnify *You* for:

- a) Any award of costs and/or expenses against *You* at any proceedings before any court, tribunal *Investigation* or enquiry having the like power to compel attendance of witnesses at which *You*, in the opinion of the *Insurer*, should be represented (whether because of any conduct which might give rise (or has given rise) to a *Claim* against *You* under this policy, or by reason of any prejudice which might otherwise be caused to *Your* professional reputation).
- b) All costs and expenses of legal representation that *You* might incur in accordance with a) above and which are not otherwise covered by this policy;

Provided that:

- i) This extension will only indemnify *You* in relation to matters that have been notified to the *Insurer* during the *Policy Period* in accordance with Section 3 below;
- ii) Costs and expenses incurred under b) above are payable in addition to the *Limit of Indemnity*;
- iii) Only those costs and expenses that have been incurred with the consent of the *Insurer* will be payable under this extension;
- iv) The *Insurer* will not be liable to pay any penalty or fine made against *You*;
- v) The *Insurer* will be entitled if it so decides to nominate a solicitor (and, if appropriate, a barrister) of its own choosing to represent *You*;
- vi) The *Insurer's* liability under this extension is limited to GBP250,000 each claim;
- vii) *You* will bear 10% of the total amount payable under this extension or GBP500 (whichever is the greater) in respect of each claim;
- viii) Save as provided in vii) above, this extension is not subject to an *Excess*.

### Loss of documents

Subject to prior written consent having been obtained, the *Insurer* will compensate *You* for any reasonable and necessary costs and expenses that are incurred by *You* in replacing, restoring or

reconstituting any *Document* which suffers either physical loss or damage during the *Policy Period*, provided that the *Document* either belongs to *You* or is in *Your* care, custody or control or is one for which *You* are responsible.

The *Insurer's* liability under this extension is limited to the *Limit of Indemnity*.

This extension is not subject to an *Excess*.

### **Mitigation**

Subject to prior written consent having been obtained, the *Insurer* will compensate *You* for any reasonable costs and expenses that are incurred by *You* seeking to mitigate, minimise or avert a *Claim* but only if it is agreed that these costs and expenses are less than the amount of a potential *Claim*.

Mitigation shall mean any work done or steps taken to rectify or mitigate the consequences of any negligent act error or omission provided that:

- a) *You* must inform the *Insurer* in writing of the negligent act error or omission and the work that is required to rectify it or mitigate its consequences; and
- b) The *Insurer* shall be reasonably satisfied that such costs are necessary to prevent or reduce the amount of a *Claim* under this policy; and
- c) Such costs are supported by evidence of expenditure which shall be subject to approval by a competent person as nominated by *You* with the consent of the *Insurer*; and
- d) Such costs shall not include any element of *Your* profit or loss of profit, nor any element of overheads, staff remuneration, standing idle time or management time; and

The *Insurer's* liability under this extension is limited to the *Limit of Indemnity*.

### **Ombudsman awards**

Subject to prior written consent having been obtained, the *Insurer* will compensate *You* for:

- a) All sums payable; and
- b) The cost of taking such steps as *You* are directed to take

in respect of any award or determination of an official Ombudsman body against *You*, provided that the matter is duly notified to the *Insurer* as a *Claim* in accordance with the provisions of Section 3 below.



# Section 3

## Dealing with Claims

### **Part 1 - Notification**

#### **Claims**

You must give written notice to the *Insurer* of any *Claim* that is made against You or any of Your present or former *Partners, Directors, Members or Employees* as soon as practicable but in any event within the *Policy Period*. All notifications must be in writing to:

Victor Insurance Claims Department  
20 Fenchurch Street  
London  
EC3M 3AG

or by email to [victorclaims@victorinsurance.uk.com](mailto:victorclaims@victorinsurance.uk.com) or fax to 020 7280 8899

Notice to the *Insurer* under this policy will be deemed to have been properly made if received in writing by Victor Insurance and the date of posting/fax/email will constitute the date that notice was given under this policy.

#### **Circumstances**

You must give written notice to the *Insurer* of any *Circumstance* as soon as practicable but in any event within the *Policy Period*. All notifications must be in writing to the address/fax number provided in the "Claims notifications" section above.

All notifications must include at least the following:

- a) A statement that it is intended to serve as a notice of a *Circumstance* of which You have become aware which may give rise to a *Claim* against You;
- b) The reasons for anticipating that a *Claim* may be made against You (including full particulars as to the nature and date(s) of the alleged *Wrongful Act(s)*);
- c) The identity of any potential claimant(s);
- d) The identity of the present or former *Partner, Director, Member or Employee* (or such other person or party acting or having acted for You or on Your behalf) involved in the *Circumstance*; and
- e) The date on which (and manner in which) You first became aware of the *Circumstance*.

Provided that notice has been given in accordance with the requirements of this Section, any later *Claim* made against You that arises out of the *Circumstance* that has been notified will be deemed to have been made at the date when the *Circumstance* was notified in accordance with the procedure above.

### **Part 2 – Special conditions relating to the handling of Claims/Circumstances**

#### **Allocation**

In the event that any *Claim* involves both covered matters and matters or persons not covered under this policy, a fair and proper allocation of any *Defence Costs, Damages* or settlements shall be made between

*You* and the *Insurer*, taking into account the relative legal and financial exposures attributable to covered matters and matters not covered under this policy.

### **Contesting a claim**

*You* will not be required to contest any legal proceedings unless a Queen's Counsel advises that such proceedings should be contested together with the probability of success. The procedure for appointing such Queen's Counsel is set out in Section 4 below under the heading "Disputes".

### **Consent to settle**

Subject to receiving *Your* consent, the *Insurer* may make any settlement it deems expedient of any *Circumstance* or *Claim* against *You* or any of *Your* present or former *Partners, Directors, Members* or *Employees*.

Where *You* do not consent, the *Insurer* may elect to pay *You* the amount at which the *Insurer* reasonably believes the *Claim* or *Circumstance* ought to settle (less the *Excess*). Upon such payment being made, *You* may use the payment as *You* see fit, but the *Insurer* will play no further part in the *Claim* or *Circumstance* (whether in relation to paying further *Defence Costs*, paying towards the ultimate settlement or otherwise).

*You* must not admit or assume any liability towards any claimant, enter into any settlement agreement, or consent to any judgment without the prior consent of the *Insurer*.

### **Co-operation**

*You* will at *Your* own cost:

- a) Render all reasonable assistance to the *Insurer* and co-operate in the investigation and defence of any *Claim*; and
- b) Use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any *Claim* against *You*; and
- c) Give such information and assistance to the *Insurer* as may reasonably be required to enable the *Insurer* to determine its liability under this policy.

### **Defence**

The *Insurer* will be entitled, if it so desires, to take over and conduct in *Your* name the investigation, representation, defence and/or settlement of any *Claim* or *Circumstance* and shall have full discretion in such conduct. In the event that the *Insurer* decides that representation by a solicitor is necessary (such decision to be at the sole discretion of the *Insurer*) then the *Insurer* may select a solicitor of its choosing to provide such legal representation at the *Insurer's* cost.

### **Subrogation**

The *Insurer* will be entitled, if it so desires, to pursue in *Your* name legal, arbitration or other proceedings so as to challenge, appeal or amend any decision, direction or award of any court or tribunal against *You* arising from any *Claim* under this policy.

In the event of any payment being made by the *Insurer* under this policy, the *Insurer* shall be subrogated to the extent of such payment to all *Your* rights of recovery and will be entitled to exercise those rights in *Your* name against any third party that it sees fit. *You* will execute all papers required and will do everything reasonably necessary to secure and preserve *Your* rights of recovery, and will give to the *Insurer* all reasonable assistance in their exercise of those rights, in accordance with the obligations under the heading "Co-operation" above.

The *Insurer* will not exercise its right of subrogation against any of *Your* present or former *Partners, Directors, Members* or *Employees*, save where that person has committed a dishonest or fraudulent act or omission.

# Section 4

## General Conditions

This policy is subject to the following general conditions:

### Alteration to risk

Subject to the *Acquisitions* extension on page 6 of this policy, *You* will give to the *Insurer* written notice as soon as reasonably practicable during the *Policy Period* of any material alteration to the information supplied in the *Proposal*.

Upon receipt of such notice, the *Insurer* will be entitled to continue this policy on such new terms and conditions as it may consider appropriate.

### Compliance with FCA

This policy is designed to provide the minimum insurance requirements in accordance with the Financial Conduct Authority Rules in force at the inception date of this policy. The minimum insurance requirements as set out in the FCA rules will take precedence over any terms, conditions, exclusions or limitations contained herein, except those that relate to the *Excess* and *Limit of Liability*.

### Connected claims

All *Claims* resulting from:

- a) One occurrence, act, error or omission; or
- b) A series of occurrences, acts errors or omissions arising out of or attributable to the same originating cause, source or event; or
- c) The acts, errors or omissions of one person or persons acting together or in which such person or persons is/are concerned or implicated

will jointly constitute one *Claim* under this policy, and only one *Excess* will apply in respect of such *Claim*.

### Disputes

All disputes which may arise out of or in relation to this policy can, at either *Your* or the *Insurer's* election, be referred to Queen's Counsel practising at the English Bar for determination. The appointment of Queen's Counsel is to be mutually agreed between *You* and the *Insurer*, their decision on the issue(s) in dispute will be final and binding on both the *Insurer* and *You*, and the cost of their involvement will be borne by the *Insurer*.

### Excess

Save as stated elsewhere in this policy, the *Insurer* will only ever pay any amount in respect of any *Claim* over and above the amount stated as the *Excess* in the *Schedule*. The *Excess* does not apply to *Defence Costs* and is payable by *You* in respect of each and every *Claim* covered by sections 1 and 2 of this policy.

### Fraudulent claims

If *You* make any request for payment in respect of any *Claim* knowing the same to be false or fraudulent, as regards amount or otherwise, this policy will become void and all entitlements to payment in respect of any *Claim* will be forfeited.

### Termination

This insurance may only be terminated by or on behalf of the *Insurer*.

- a) by immediate notice given in writing to *You* at *Your* last known address or registered office (if a company) 14 days after the due date for the premium payment if such payment is not made; or
- b) by 30 days' notice given in writing to *You* at *Your* last known address or registered office (if a company), in which case the premium shall be adjusted on a pro-rata basis. However, if a *Claim* has been made or a *Circumstance* notified prior to the termination the *Insurer* will reserve their rights to offer a return premium.

### **Third party rights**

No-one other than *You* is entitled to enforce any term of this policy for its own benefit, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

In the event of proceedings being brought by a *Third Party* against the *Insurer* for the enforcement of a term of this policy, the *Insurer* will have available to it all rights of defence and set-off as would have been available if the proceedings had been brought by *You*.

## Section 5

### Limitations and Exclusions

This policy excludes and does not cover:

#### **Asbestos**

any *Claim*, liability, expenses, costs or *Defence Costs* directly or indirectly resulting from the actual or possible presence or release of asbestos or asbestos containing materials in whatever form or quantity. Provided that this exclusion shall not apply to any *Claim*, liability, expenses, costs or *Defence Costs* resulting from a failure by *You* (or on *Your* behalf) to secure appropriate insurance cover for a client in the course of *Your Professional Business*.

#### **Associated company**

any liability, expenses, costs or *Defence Costs* that *You* may incur as a result of any action brought or maintained by or on behalf of:

- a) *You* or any of *Your* subsidiaries; or
- b) any firm, partnership or entity in which *You* or any of *Your Partners, Directors or Members* has a financial or executive interest,

provided that this exclusion shall not apply to any such liability, expenses, costs or *Defence Costs* that originate from a *Claim* against *You* by a *Third Party*.

#### **Bodily injury, illness, disease, death to a third party**

any *Claim*, liability, expenses, costs or *Defence Costs* for actual or alleged *Bodily Injury* to any person whether such person has any connection with *You* or otherwise, except that this exclusion shall not apply where the *Claim*, liability, expenses, costs or *Defence Costs* arise from any act, error or omission in the course of *Your Professional Business*.

#### **Breach of company legislation/regulations**

any *Claim*, liability, expenses, costs or *Defence Costs* arising out of the breach by *You* or on *Your* behalf of any taxation, competition, restraint of trade or antitrust legislation or regulation.

#### **Directors, officers and trustees**

any *Claim*, liability, expenses, costs or *Defence Costs* arising out of or connected with *Your* present or former *Partners, Directors, Members* or *Employees* in their capacities as *Your* directors, officers or trustees.

#### **Distorted computer records**

any costs or expenses incurred by *You* as a result of loss or distortion of computer records due to:

- a) The presence of magnetic flux;
- b) Defects in computer tapes;
- c) Wear, tear, vermin or gradual deterioration;
- d) Climatic or atmospheric conditions or extremes of temperature unless recoverable under a standard fire certificate;
- e) Use or processing whilst mounted in or on any machine unless as a result of loss of or

damage to the machine itself.

### **Employers' liability**

any *Claim*, liability, expenses, costs or *Defence Costs* arising from any liability *You* may suffer towards any of *Your* present, former or prospective *Partners, Directors, Members* or *Employees* in respect of *Bodily Injury*, employment-related libel, slander, humiliation or defamation, unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, harassment, discrimination or like conduct.

### **Excess**

the amount of the *Excess* stated in the *Schedule*.

### **Fines, penalties, punitive, multiple or exemplary damages**

any fines, penalties or punitive, multiple or exemplary damages where these have been identified separately within any award of any court or tribunal.

### **Fraud or dishonesty**

any

- a) Of *Your Partners, Directors, Members, Employees* or any other persons or parties who commit, condone or contribute to any dishonest or fraudulent act or omission;
- b) Dishonest or fraudulent acts or omissions committed by any person after discovery by *You* of such person's fraud or dishonesty or of reasonable cause for suspicion by *You* of fraud or dishonesty on the part of such person; and
- c) Losses suffered by *You* arising out of fraud or dishonesty.

### **Fungus, mould, spores**

any *Claim*, liability, expenses, costs or *Defence Costs* caused by or attributable to:

- a) Any fungus(i) mould(s) mildew or yeast; or
- b) Any spore(s) or toxins created or produced by or emanating from such fungus(i) mould(s) mildew or yeast; or
- c) Any substance vapour gas or other emission or organic or inorganic body substance produced by or arising out of any fungus(i) mould(s) mildew or yeast; or
- d) Any material product building component building structure or any concentration of moisture water or other liquid within such material product building component building or structure that contains harbours nurtures or acts as a medium for any fungus(i) mould(s) mildew yeast or spore (s) or toxins emanating therefrom,

regardless of any other cause event material product and/or building component that contributed concurrently or in any sequence to that *Claim*, liability, expenses, costs or *Defence Costs*. Provided that this exclusion shall not apply to any *Claim*, liability, expenses, costs or *Defence Costs* resulting from a failure by *You* (or on *Your* behalf) to secure appropriate insurance cover for a client in the course of *Your Professional Business*.

### **Geographical limits**

any

- a) Legal proceedings brought outside the *Jurisdiction* (or brought within the *Jurisdiction* to enforce a judgment or order made outside the *Jurisdiction*); and
- b) Any act, error, or omission occurring outside the *Territorial Limits*.

### **Guarantees and warranties**

any *Claim*, liability, expenses, costs or *Defence Costs* arising directly or indirectly from any guarantee, warranty, penalty clause or liquidated damages clause unless the liability would have attached to *You* in the absence of such express warranty, guarantee or clause.

### **Insolvency**

any *Claim*, liability, expenses, costs or *Defence Costs* arising out of, based upon or attributable to, whether directly or indirectly, *Your* insolvency, administration or receivership, or the insolvency, administration or receivership of any insurance company, building society, bank, investment manager, stockbroker, investment intermediary, or any other business, firm or company with whom *You* have arranged directly or indirectly any insurance, investment or deposits unless arising out of *Your* negligent act in the performance of *Professional Business*.

### **Investment advice**

any *Claim*, liability, expenses, costs or *Defence Costs* directly or indirectly arising out of, or in any way involving the giving of advice by *You* (or on *Your* behalf) in respect of or the sale by *You* (or on *Your* behalf) of *Investment Products*.

### **Limit of indemnity**

any liability for any one *Claim* (excluding *Defence Costs*) in excess of the *Limit of Indemnity* stated in the Schedule.

### **Nuclear risks**

any *Claim*, liability, expenses, costs or *Defence Costs* directly or indirectly attributable to, caused or contributed to by:

- a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### **Other insurance**

any *Claim*, liability, expenses, costs or *Defence Costs* where *You* are entitled to indemnity under any other policy, except in respect of any amount beyond the sum which would have been payable under such policy had this policy not been effected.

### **Pensions / employee benefits**

any *Claim*, liability, expenses, costs or *Defence Costs* arising out of *Your* liability (or the liability of any of *Your Partners, Directors, Members* or *Employees*) in their capacity as a trustee or administrator of *Your* occupational pension scheme or *Your* employment benefit programme.

### **Pollution**

any *Claim*, liability, expenses, costs or *Defence Costs* for:

- a) *Bodily injury*, loss or damage to, or loss of use of property directly or indirectly caused by seepage, pollution or contamination;
- b) The cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances,

provided that this exclusion shall not apply to any *Claim*, liability, expenses, costs or *Defence Costs* resulting from a failure by *You* (or on *Your* behalf) to secure appropriate insurance cover for a client in the course of *Your Professional Business*.

### **Pre-existing claims**



any *Claim*, liability, expenses, costs or *Defence Costs* from:

- a) Any *Claim* which has been disclosed by *You* to any insurer before this policy commenced;
- b) Any *Claim* arising out of any *Circumstance* which has been disclosed by *You* to any insurer before this policy commenced;
- c) Any *Claim* or *Circumstance* which was known (or ought reasonably to have been known) to *You* before the *Policy Period*; and/or
- d) Any *Claim* or *Circumstance* disclosed on the *Proposal* made to the *Insurer* and forming part of this policy.

#### **Product liability**

any *Claim*, liability, expenses, costs or *Defence Costs* arising from or connected with any goods or products sold, supplied, recalled, made, constructed, installed, maintained, repaired, altered or treated by *You* or on *Your* behalf.

#### **Retroactive date**

any *Claim*, liability, expenses, costs or *Defence Costs* arising from any act committed or omitted prior to the retroactive date stated in the *Schedule*.

#### **Trading debts**

any *Claim*, liability, expenses, costs or *Defence Costs* directly or indirectly arising out of, or in any way involving any trading debt incurred by *You* or any guarantee or undertaking given by *You* for a debt or performance of any other obligation by a third party.

#### **Vehicles or buildings**

any *Claim*, liability, expenses, costs or *Defence Costs* arising directly or indirectly from:

- a) the ownership, possession or use by *You* or on *Your* behalf of any aircraft, watercraft or mechanically propelled vehicle; or
- b) the ownership or possession by *You* or on *Your* behalf of any buildings, structures, premises, land or property (mobile or immobile) or that part of any building leased, occupied or rented by *You* or on *Your* behalf.

#### **War and terrorism**

any *Claim*, liability, expenses, costs or *Defence Costs* directly or indirectly caused by, resulting from, or in connection with acts of war or *Terrorism* regardless of any other cause or event contributing concurrently or in any other sequence to the *Claim*, liability, expenses, costs or *Defence Costs*.

This exclusion also excludes any *Claim*, liability, expenses, costs or *Defence Costs* directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing or in any way relating to war or *Terrorism*.

Provided that this exclusion shall not apply to any *Claim*, liability, expenses, costs or *Defence Costs* resulting from a failure by *You* (or on *Your* behalf) to secure appropriate insurance cover for a client in the course of *Your Professional Business*.



# Section 6

## Complaints

### How to make a complaint

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

If *You* have any questions or concerns about *Your* policy or the handling of a *Claim* *You* should, in the first instance, contact Victor Insurance or the broker where applicable. In the event that *You* remain dissatisfied and wish to make a complaint, *You* can do so at any time. Making a complaint does not affect any of *Your* legal rights. Please contact:

Chief Underwriting Officer, Victor Insurance, 1 Tower Place West, Tower Place, London, EC3R 5BU.

If *You* remain dissatisfied after Victor Insurance has considered *Your* complaint or if *You* have not received a written final response within eight weeks from the date Victor Insurance received *Your* complaint, *You* may be entitled to refer *Your* complaint to the Financial Ombudsman Service who will independently consider *Your* 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](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Please note:

*You* must refer *Your* 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](http://www.fscs.org.uk).

# Section 7

## Definitions

### *Appointed Representative*

means a person who, in accordance with section 39 of the Financial Services and Markets Act 2000, is a party to a contract with a person authorised in accordance with section 31 of FSMA which permits or requires him to carry on *Professional Business* and who complies with such requirements as may be described and for whose *Professional Business* You have accepted responsibility in writing. For the purposes of this definition, *Appointed Representative* is deemed to cover any natural person (including their estates, heirs and executors) who is expressly engaged under a contract of employment with an *Appointed Representative*.

### *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.

### *Circumstance*

means any matter which You become aware of during the *Policy Period* which may give rise to a *Claim*.

### *Claim*

means any:

- a) Written demand for compensation and/or *Damages* in respect of an alleged *Wrongful Act* committed by You or any of Your present or former *Partners, Directors, Members or Employees*; or
- b) Civil, regulatory or administrative proceedings whereby it is alleged that You or any of Your present or former *Partners, Directors, Members or Employees* have committed a *Wrongful Act*.

### *Damages*

means any amount that You shall be legally liable to pay to a *Third Party* in respect of judgments or arbitral awards rendered against You, or for settlements negotiated by the *Insurer* with Your consent.

### *Defence Costs*

means reasonable fees, costs and expenses incurred by You or on Your behalf, with the prior consent of the *Insurer*, in the investigation, defence, adjustment, settlement or appeal of any *Claim*. It shall not include any element of Your own time costs or lost profits incurred in dealing with a *Claim*.

### *Director*

shall have the meaning given by section 741(1) of the Companies Act 1985 and shall include Your present and former *Directors*, their estates, heirs and executors.

### *Document*

means all documents of any nature whatsoever including computer records and electronic or digitised data; but does not include any currency, negotiable instruments or records thereof.

### *Employee*

means any natural person (including their estates, heirs and executors) who is, has been or during the *Policy Period* becomes expressly engaged under a contract of employment with *You*.

*Excess*

means the amount specified as such in the *Schedule*

*Fair Presentation*

means *Your* duty to provide a fair presentation of the risk as described in Part 2 of the Insurance Act 2015.

*Insurer*

means the party specified as such in the *Schedule*.

*Investigation*

shall mean any external formal or official investigation, examination or proceedings made during the *Policy Period* by the Financial Conduct Authority pursuant to the provisions of the Financial Services and Markets Act 2000 or any amendment or re-enactment thereof.

*Investment Products*

means all investment products including but not limited to pensions, endowments, precipice bonds and investment activities as regulated by the Regulated Activities Order, mortgages and payment protection insurance.

*Jurisdiction*

means the jurisdiction stated in the *Schedule*.

*Limit of Indemnity*

means the amount specified as such in the *Schedule*.

*Member*

means, if *You* are a Limited Liability Partnership, any member of that Limited Liability Partnership (including their estates, heirs and executors).

*Partner*

shall have the meaning given by the Partnership Act 1890 and shall include, in the case of any of *Your Partners*, their estates, heirs and executors.

*Policy Period*

means the period of time during which this policy will operate, as specified in the *Schedule*.

*Professional Business*

means the business stated as such on the *Schedule*, when carried out by *You* or on *Your* behalf by an *Appointed Representative*.

*Proposal*

means any proposal or application form, statement of fact, declaration or other information provided by *You* or on *Your* behalf in connection with this policy.

*Schedule*

means the *Schedule* attached to this Policy.

### *Terrorism*

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### *Territorial Limits*

means the territorial limits stated in the *Schedule*.

### *Third Party*

means any entity or natural person except:

- a) *You* or any of *Your* present or former *Partners, Directors, Members* or *Employees*; or
- b) any other entity or natural person having a financial interest or executive role in *You* or any of *Your Subsidiaries*.

### *Wrongful Act*

means any actual or alleged act, error or omission committed solely in the carrying out or failure to carry out *Your Professional Business*.

### *You/Your*

means:

- a) Any person or firm for whom indemnity has been requested in the *Proposal*;
- b) The person or firm named as the "Insured" on the *Schedule*.



[www.victorinsurance.co.uk](http://www.victorinsurance.co.uk)

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