Policy Wording

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Professional Indemnity Insurance
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Accountants

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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 Bluefin 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. Bluefin are not themselves a party to this insurance contract. Bluefin 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 Bluefin.

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.
Preamble

As part of the process of obtaining this insurance contract, You have made a proposal to the Insurer via Bluefin, and this proposal form is the basis of (and forms part of) this policy.

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

Basis of Insurance Contract

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, expenses and disbursements) 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 Loss which, during the Policy Period, You first discover You have sustained by reason of any dishonest or fraudulent act(s) or omission(s) of any of Your present or former Partners, Directors, Members or Employees;

c) 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 whilst holding an individual personal appointment of any Third Party company, entity or trust where such individual personal appointment is held by reason of Your Professional Business.

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

Ombudsman awards

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 recommendation of any Ombudsman appointed pursuant to the provisions of the Financial Services and Markets Act 2000, the Central Bank and Financial Services Authority of Ireland Act 2004 or any amendment or re-enactment thereof to the same extent as Insurers are obliged under this policy to indemnify You in respect of any civil liability.

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 Loss, 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 Losses, 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.

**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 – GBP750
- b) Any of Your Employees – GBP500
- 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 non-disclosure before policy commenced**

In order to take advantage of this particular extension, You must establish to the Insurer’s reasonable 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, 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.
Inadvertent breach of policy conditions after policy has commenced

In order to take advantage of this particular extension, You must establish to the Insurer’s reasonable 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, the Insurer will not exercise its right to avoid this policy or avoid any Loss or Claim where, during the Policy Period, there has been (or it is alleged that there has been):

a) A breach of any of the conditions contained within Section 3 of this policy (or of any extensions or endorsements attaching to this policy); and/or

b) A breach of any implied policy conditions (including, but not limited to, material non-disclosure); and/or

c) A misrepresentation of material facts to the Insurer; and/or

d) Provision of incorrect particulars or statements to the Insurer.

Where the alleged event in a) to d) above has resulted in prejudice to the handling or settlement of any Claim or Circumstance, or mitigation of any Loss, the indemnity afforded by this policy in respect of that Loss, 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, and provided that the matter does not fall within the Distorted computer records exclusion in Section 5, 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 or Loss.

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

Public relations costs

Subject to prior written consent having been obtained, the Insurer will indemnify You for any reasonable and necessary costs incurred by You as a result of the retention of a Public Relations Firm arising out of a reasonable need to protect the reputation and/or promote the goodwill of Your business where such need to protect and/or promote has arisen as a direct result of the circumstances which are the subject matter of a Claim or Circumstance that is covered or may be covered under this insurance or any previous insurance underwritten by the same Insurer of which this insurance is a renewal.

Provided that:

i) The Insurer's liability under this extension shall not exceed GBP20,000 during the Policy Period;

ii) Costs and expenses incurred under i) above are payable within the Limit of Indemnity and subject to the Excess;

iii) This extension is subject to an Excess of GBP500 in respect of each claim;

iv) Only those costs and expenses that have been incurred with the consent of the Insurer will be payable under this extension;

v) Any Claim or Circumstance under this extension shall be deemed to have been incurred in the Policy Period during which such notification was made.
Section 3

Dealing with Claims

Part 1 - Notification

Claims/Losses

You must give written notice to the Insurer of any Loss or 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 42 (forty-two) days of any of Your present Partners, Directors or Members first becoming aware of it and not later than 7 (seven) days after the end of the Policy Period. All notifications must be in writing to:

Bluefin
Castlemead
Lower Castle Street
Bristol
BS1 3AG

or by fax to 0345 521 5576

Notice to the Insurer under this policy will be deemed to have been properly made if received in writing by Bluefin 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 42 (forty-two) days of any of Your present Partners, Directors or Members first becoming aware of it and not later than the last day of the Policy Period. All notifications must be in writing to the address/fax number provided in the “Claims notifications” section above.

Provided that notice has been given in accordance with the requirements of this Section, any later Loss suffered by You or 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 Loss or 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.

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.

Compliance with Ombudsman or Regulatory body

Your compliance with any rules, requirements, directions or guidance of any Ombudsman appointed pursuant to the provisions of the Financial Services and Market Act 2000, the Central Bank and Financial Services Authority of Ireland Act 2004 or any amendment or re-enactment thereof will not constitute a breach of any clause of this policy.

Co-operation

You will at Your own cost:

a) Render all reasonable assistance to the Insurer and co-operate in the investigation of any Loss 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 Loss or 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 Loss, Claim or Circumstance and shall have full discretion in such conduct. You shall be entitled to any and all information and/or documentation regarding the defence investigation or settlement of any Loss, Claim or Circumstance as may reasonably be requested from Insurers. 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 and such act or omission has resulted in the Insurer making a payment under insuring clause 1.b) of this policy.
Insurer's shall not exercise any right of subrogation in Your name against any other insured person except:

a) where that person is not someone of whom the Insurer or any previous insurer was specifically aware; and/or

b) as provided in the Fraudulent Claims clause in Section 4 below.
Section 4

General Conditions

This policy is subject to the following general conditions:

Advancement of defence costs

Notwithstanding the provisions of the Fraudulent claims clause, and subject to the Excess clause below, the Insurer will indemnify You in respect of Defence Costs as and when they are incurred, save that the Insurer shall not be liable for any costs incurred in defending any of Your present or former Partners, Directors, Members or Employees against allegations that they committed or condoned a dishonest or fraudulent act or omission after the earlier of:

a) an admission; or

b) a formal finding against them by a court or similar tribunal

In the event that a dishonest or fraudulent act or omission is established either through a) or b) above, the individual or individuals concerned shall reimburse the Insurer in respect of all sums advanced by the Insurer by way of Defence Costs up until that point.

Alteration to risk

Subject to the Acquisitions extension on page 7 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 form.

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.

Connected claims/losses

All Losses and/or Claims resulting from:

a) One act, error or omission; or

b) A series of 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 Loss or Claim under this policy, and only one Excess will apply in respect of such Loss or Claim.

Disputes

All disputes which may arise out of or in relation to the policy shall, at either Your or the Insurer’s election, be referred to Queen’s Counsel practising at the English Bar for determination. The appointment of the 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.

In the event of any dispute concerning liability to indemnify You (including without limitation a dispute as to the policy year under which any Loss, Claim or Circumstance might fall to be dealt with between (a) the Insurer and (b) any insurer(s) subscribing to the policy corresponding to this policy in respect of a previous period of insurance), the Insurer will advance Defence Costs and indemnify You pending resolution of any such dispute.

Excess

Save as stated elsewhere in this policy, the Insurer will only ever pay any amount in respect of any Loss or Claim over and above the amount stated as the Excess in the Schedule. The Excess does not apply to Defence Costs (unless the Claim arises from the conduct of Professional Business which required authorisation by the Financial Conduct Authority, or any successor body), and is payable by You in respect of each and every Loss or Claim covered by sections 1 and 2 of this policy.
Fraudulent claims

a) If You make any request for payment in respect of any Loss or Claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy will, in respect of the fraudulent person only, become void and all entitlements to payment in respect of any Loss or Claim will be forfeited. The policy shall otherwise continue in full force and effect for the benefit of all other insured persons as if such false or fraudulent claim had not been made.

b) Notwithstanding the provisions of (a) above, an indemnity shall be afforded hereunder to any of Your Partners, Directors, Members or Employees who has neither committed nor condoned any such dishonest or fraudulent act or omission.

c) In respect of any such Claim (i.e. as referred to in (a) above):

i) You shall at the request and expense of the Insurer take all reasonable steps to obtain reimbursement from any person committing or condoning any such dishonest or fraudulent act or omission or from their estates or legal representatives;

ii) any monies which but for the dishonest or fraudulent act or omission would be due to such persons (i.e. the persons committing or condoning any such dishonest or fraudulent act or omission) from You or any monies of such persons held by You shall be deducted from any amount payable under this policy; and

iii) nothing in this clause shall preclude the Insurer from exercising any right of subrogation against any person committing or condoning such dishonest or fraudulent act or omission.

d) The sums payable under this policy shall be only for the balance of any civil liability in excess of the amounts recovered from the person or persons committing or condoning dishonest or fraudulent acts or omissions as aforesaid or their estates or legal representatives.

No set off

Any amount payable by the Insurer by way of indemnity under this policy in respect of Your civil liability to a claimant will be paid only to the claimant, or at the claimant's direction. The Insurer is not entitled to set off against any sums which are payable under this policy any payment due to them from You, without limitation, any payment of premium or any payment due to the Insurer by way of reimbursement. Notwithstanding the provisions of this clause, the Insurer shall only be obliged to pay any amount payable by way of indemnity in excess of any amount specified in the Schedule.

Other insurance

The Insurer's liability for any Claim, Loss, liability, expenses, costs or Defence Costs where You may be entitled to indemnity under any other policy is not reduced or excluded. However, this clause does not affect any right of the Insurer to claim contribution from any other insurer which is also liable to indemnify You.

Termination

This insurance may not be cancelled unless You and the Insurer agree mutually in writing to cancel the policy. In the event of such agreement the Insurer shall, within 7 days of the date upon which such agreement in writing is reached, write to You at the address shown in the Schedule notifying You that the policy will be cancelled with effect from a date not less than 30 days after the date of such agreement.

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:

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

any Claim, Loss, 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, Loss, liability, expenses, costs or Defence Costs arise from any act, error or omission in the course of Your Professional Business.

**Directors, officers and trustees**

any Claim, Loss, 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, Loss, 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, save that:

- a) This exclusion will not apply to any Claim relating to any actual or alleged defamation arising out of the conduct of Your Professional Business; and
- b) This exclusion will not operate to exclude or limit the scope of indemnity afforded by the “Ombudsman Awards” extension within Section 1 above.

**Fraud or dishonesty**

any

- a) Partner, Director, Member, Employee or any other person or party acting or having acted for You or on Your behalf committing, condoning or contributing to any dishonest or fraudulent act or omission; and
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.

Geographical limits

any

a) legal proceedings brought outside the Jurisdiction (or brought within the Jurisdiction to enforce a judgement or order made outside the Jurisdiction); and

b) act, error, or omission occurring outside the Territorial Limits.

Guarantees and warranties

any Claim, Loss, liability, expenses, costs or Defence Costs arising directly or indirectly from any guarantee (whether as to financial return on any investment or portfolio of investments or otherwise), 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.

Limit of indemnity

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

Nuclear risks

any Claim, Loss, 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, Loss, 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, Loss, 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, Loss, liability, expenses, costs or Defence Costs arising out of or relating directly or indirectly to or in consequence of seepage, pollution or contamination of any kind, save that this exclusion will not apply to any Claim, Loss, liability, expenses, costs or Defence Costs which arises from any actual or alleged breach of duty in the performance of (or failure to perform) Professional Business.

Product liability

any Claim, Loss, 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.

For the avoidance of doubt, the term ‘goods’ as referred to above will apply to Packaged Software but will not apply to any other computer software or any amendments or adaptations of Packaged Software (whether such amendments or adaptations are made by You or on Your behalf or otherwise).
Property damage

any Claim for loss or damages to property except:

a) as provided for in Insuring Clause b) and the Loss of Documents extension; or

b) in connection with any civil liability incurred in respect of loss of or damage to Documents; or

c) where the Claim, Loss, liability, expenses, costs or Defence Costs arise from any act, error or omission in the course of Your Professional Business

Sanctions

any Claim, Loss, liability, expenses, costs or Defence Costs or any benefit hereunder to the extent that such Claim, Loss, liability, expenses, costs or Defence Costs 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 or United States of America.

Trading debts

any Claim, Loss, 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.

Provided that this exclusion shall not apply to any such Claim, Loss, liability, expenses or costs arising out of Your conduct of any receivership or procedures under the Insolvency Act 1986 or any subsequent re-enactment.

Vehicles or buildings

any Claim, Loss, 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, Loss, liability, expenses, costs or Defence Costs directly or indirectly caused by, resulting from, or in connection with acts of war or Terrorism.

This exclusion also excludes any Claim, Loss, 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 does not exclude or limit any liability of the Insurer to indemnify You against civil liability or related Defence Costs arising from any actual or alleged breach of duty in the performance of (or failure to perform) Professional Business. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
Section 6

Complaints

Sometimes things may not go entirely to plan. Both Bluefin and the Insurer welcome the opportunity to discuss any concerns that You may have about any aspect of the service You have received.

Who to contact

Please contact the following in respect of the relevant nature of Your complaint:

We believe you deserve courteous, fair and prompt service. If there is any occasion when our service does not meet your expectations please contact us using the appropriate contact details below, providing the Policy/Claim Number and the name of the Policyholder/Insured Person to help us deal with your comments quickly.

Financial Lines related complaints:
Write to: Head of Financial Lines UK, AIG, The AIG Building, 58 Fenchurch Street, London, EC3M 4AB
Call: +44 (0) 20 7954 7000

All other complaints:
Write to: Customer Relations Team, American International Group UK Limited, The AIG Building, 2-8 Altyre Road, Croydon CR9 2LG
Call: +44 0800 012 1301
Email: uk.customer.relations@aig.com
Online: http://www.aig.co.uk/your-feedback

Lines are open Monday to Friday 9.15am – 5pm, excluding bank holidays. The Customer Relations Team free call number may not be available from outside the UK – so please call us from abroad on +44 20 8649 6666. Calls may be recorded for quality, training and monitoring purposes.

We operate a comprehensive complaint process and will do our best to resolve any issue you may have as quickly as possible. On occasions however, we may require up to 8 weeks to provide you with a resolution. We will send you information outlining this process whilst keeping you informed of our progress.

If we are unable to resolve your concerns within 8 weeks, you may be entitled to refer the complaint to the Financial Ombudsman Service. We will provide full details of how to do this when we provide our final response letter addressing the issues raised.

Please note that the Financial Ombudsman Service may not be able to consider a complaint if you have not provided us with the opportunity to resolve it.

The Financial Ombudsman Service can be contacted at:
Call: 0800 023 4567 or 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk
Online: www.financial-ombudsman.org.uk

Following this complaint procedure does not affect your rights to take legal action.

If you wish to complain about an insurance policy purchased online you may be able to use the European Commission’s Online Dispute Resolution platform, which can be found at http://ec.europa.eu/consumers/odr/

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. If we are unable to meet our financial obligations you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk or call (freephone) on 0800 678 1100 or 020 7741 4100.

Privacy Notice

American International Group UK Limited Privacy Policy is available at https://www.aig.co.uk/privacy-policy or by requesting a copy from: Data Protection Officer American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB, UK or by email dataprotectionofficer.uk@aig.com

Before providing us with Personal Information about another individual you must (unless we agree otherwise): (a) inform the individual about the content of this notice and our Privacy Policy; and (b) obtain their permission (where possible) to share their Personal Information with us in accordance with the Privacy Policy.
Section 7

Definitions

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

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 Loss or Claim.

Claim
means any:

a) Written or oral 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 (such consent not to be unreasonably withheld), in the investigation, defence, adjustment, settlement or appeal of any Loss, Claim or Circumstance. It shall not include any element of Your own time costs or lost profits incurred in dealing with a Loss, Claim or Circumstance.

Director
shall have the meaning given by section 1173 of the Companies Act 2006, section 2 of the Companies Act 1963 of the Republic of Ireland or section 27 of the Companies Act 1990 of the Republic of Ireland (as appropriate) or any amendment or re-enactment thereof, and shall include Your present and former Directors, their estates, heirs and executors.

Documents
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.

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, or any successor body, pursuant to the provisions of the Financial Services and Markets Act 2000 or any amendment or re-enactment thereof.

Jurisdiction
means the jurisdiction stated in the Schedule.

Limit of Indemnity
means the amount specified as such in the Schedule.
Loss means monetary losses suffered by You that are not connected with the trading activities of Your Professional Business. However Loss shall not include and this policy shall not cover any:

a) Taxes; or

b) non-compensatory damages, including punitive, multiple, exemplary or liquidated damages; or

c) fines or penalties; or

d) the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief; or

e) fees or commissions, for any professional services rendered or required to be rendered by You or that portion of any settlement or award in an amount equal to such fees, commissions, or other compensation; or

f) any matters which may be deemed uninsurable under the law governing this policy or the jurisdiction in which a Claim is brought.

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

Packaged Software means any computer software produced by a Third Party that is marketed for general distribution on a wholesale or retail basis.

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 advice given or services provided of whatsoever nature or by You or on Your behalf to a third party, wherever or by whomever given or provided irrespective of whether or not a fee is charged, but provided that if a fee is charged in respect of such advice or service then that fee is taken into account in ascertaining Your income.

Public Relations Firm means a professional firm, company or consultancy approved by the Insurer which advises on public relations matters.

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 form;

b) The person or firm named as the “Insured” on the Schedule;

c) Any person who is acting on Your behalf as an Alternate.