



redefining / standards



## **This is an example policy wording.**

It is a collection of all the professional indemnity insurance documents that may be provided to you, and displays all cover options, features and benefits available.

When you have bought AXA Professional Indemnity Insurance, your own policy documents will be tailored to include only the cover you have selected and will be saved in your secure AXA Account.

All policy documents must be read in conjunction with one another.

# AXA Insurance

## **Business Insurance**



**Essential information**

**redefining / standards**





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# Welcome to AXA

## Thank you for choosing AXA

**Your policy** will be split into more than one document and these will reflect the specific sections and covers **you** have purchased. They will be shown in **your policy** schedule. Where a section or cover does not apply, **your policy** schedule will state that it is 'not covered'. Please carefully read all **your policy** documents together, as they form **your policy** wording and contain the full details of **your** cover.

Please keep any documents **we** have provided in a safe place. If **you** have any questions, need anything explaining or believe this contract does not meet **your** needs, please contact **us**.

## Your policy

This **policy** is a contract of insurance between **you** and **us**.

The information or any declaration which **you** or anyone on **your** behalf has provided to **us** in applying for the insurance together with **your policy**, forms the basis of the contract.

The **policy** describes the insurance cover for which **we** have accepted **your** premium.

This insurance is renewable provided that **we** agree to accept **your** premium for any subsequent **period of insurance**. A new schedule will be issued for each **period of insurance** showing any changes to **your** cover.

Throughout this **policy**, **we** use definitions and headings. Definitions are used to explain what **we** mean when **we** use that word or those words. Details of the definitions that apply throughout **your policy** can be found on page 5. There will also be definitions that are specific to covers that **you** have purchased and these will be detailed in each section of **your policy**. Headings have been used for **your** guidance and do not form part of the **policy** wording.

To help **you** understand the cover within each section of **your policy** **we** have added 'What is covered' and 'What is not covered'.

Under the heading 'What is covered' **we** give information on the insurance provided. This must be read with 'What is not covered', the **policy** conditions and the section conditions at all times.

Under the heading 'What is not covered' **we** draw **your** attention to what is excluded from **your policy**.

## Making a complaint

If **you** are not happy with the way a claim or any other matter has been dealt with, please read 'Making a complaint' at the end of the Essential information document.

# Meaning of defined terms

These meanings apply throughout **your policy**. If a word or phrase has a defined meaning, it will be highlighted in bold blue print and will have the same meaning wherever it is used. There may be additional defined meanings in each section of cover.

## Asbestos

Asbestos in any form, asbestos fibres or particles or derivatives of asbestos or any material containing asbestos.

## Contractual liability

Legal liability assumed by **you** under the express or intended terms of any contract or agreement that restrict **your** right of recovery, or increase **your** liability at law beyond that applicable in the absence of those terms.

## Excess

The first amount of any claim or claims as detailed in **your policy** schedule for which **you** are responsible.

## Period of insurance

The period from the start date to the end date, shown in **your policy** schedule.

## Policy

The essential information, cover sections, optional covers, schedule and any endorsements attached or issued.

## Territorial limits

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

## Terrorist act

Any act of a person or group directed towards the overthrowing or influencing of any government, or putting any section of the public in fear by threat, force or violence or other means.

## We / us / our

AXA Insurance UK plc.

## You / your / yourself

- 1 For professional indemnity:
  - a The person, firm, company or organisation shown in the **policy** schedule as the insured.
  - b Any person, firm, company or organisation shown in the **policy** schedule as an additional insured.
  - c Any predecessor in business to any firm, company or organisation that is shown in the **policy** schedule.
  - d Any person who is or has been or who becomes a director, partner, member, principal, employee or self-employed person, but only for work undertaken for or on behalf of any person or organisation referred to in a, b, or c above.

## Meaning of defined terms continued

- e Any consultant or former consultant appointed by the person, firm, company or organisation shown in the **policy** schedule as the insured, but only for work undertaken for or on behalf of any person or body referred to in a, b, c or d above.
- f Any retired partner, retired director or retired member of the firm, company or organisation shown in the **policy** schedule as the insured who remains as a consultant to any person, firm, company or organisation shown in the **policy** schedule as the insured
- g The estate, heirs, executors, legal or personal representatives of any person referred to in a, b, c, d, e or f above in the event of their death or incapacity.
- 2 For insurance other than professional indemnity, the person(s), firm, company or organisation shown in the **policy** schedule as the insured.

# Policy conditions

These are the conditions of the cover and apply throughout **your policy**. There are additional conditions under each section of cover and within some of the optional professional indemnity covers. If **you** do not comply with these conditions **you** may lose all right to cover under **your policy** or to receive payment for a claim.

If **you** are unsure about any of these conditions, or whether **you** need to notify **us** about any matter, please contact **us**.

## Cancellation condition

- 1 **You** may cancel this **policy** from the original start date within 14 days of receiving **your policy** if for any reason **you** are dissatisfied or the **policy** does not meet **your** requirements. If **you** cancel this way, provided no claim has been notified, paid or is outstanding, **we** will return the premium paid minus an administration fee of £15. Where a claim has been notified, paid or is outstanding the annual premium remains due in full.
- 2 **You** may cancel this **policy** at any time if the Business described in the schedule is sold by **you** or **you** cease trading. If **you** cancel this way, provided no claim has been notified, paid or is outstanding in the current **period of insurance**, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation minus an administration fee of £30. Where a claim has been notified, paid or is outstanding the annual premium remains due in full.

- 3 **We** can cancel the **policy** by giving **you** 30 days written notice if
  - a there is a material change in **your** business
  - b the information that forms the basis of this contract changes
  - c following a survey at any of **your** premises or sites and **you** were required to make risk improvements and **you** have not completed these within a reasonable period of time, advised by **us**.

Where the **policy** is cancelled in accordance with the above provision, **we** will refund part of the premium paid, proportionate to the unexpired **period of insurance** following cancellation, provided no claim has been notified, paid or is outstanding in the current **period of insurance**. Where a claim has been notified, paid or is outstanding the annual premium remains due in full.

- 4 **We** can cancel the **policy** immediately, if the premium has not been paid. If a claim has been notified, paid or is outstanding in the current **period of insurance** the annual premium remains due in full.

Cancellation of this **policy** will not affect any claims or rights **you** or **we** may have before the date of cancellation.

**We** do not have to offer renewal of **your policy** and cover will cease on the end date.



## Policy conditions continued

### Change in risk condition

**We** do not have to accept any alteration or change affecting this insurance. If **we** accept any alteration to **your** business or change in risk, an increase in the premium or different terms or conditions of cover may be required by **us**.

### Changes in your policy condition

By accepting this **policy you** understand that **we** provide an online service. **We** agree to provide **you** with all **your** documents online for **you** to print yourself. It is **your** responsibility to make any changes to **your Policy** online.

**We** reserve the right to charge up to £30 if **you** request **us** to send **your** insurance documentation by post and reserve the right to charge up to £30 for any change or correction to **your Policy** that **we** make on **your** behalf.

### Fraud condition

**You** and anyone acting for **you** must not act in a fraudulent way.

If **you** or anyone acting for **you**:

- 1 knowingly makes a fraudulent or exaggerated claim under the **policy**
- 2 knowingly makes a false statement in support of a claim
- 3 submits a knowingly false or forged document in support of any claim
- 4 makes a claim for any loss (as defined in each section of the **policy**) caused by **your** wilful act or caused with **your** agreement, knowledge or collusion.
- 5 knowingly provides information to us as part of your application that is not true and complete.

Then **we** will:

- a not pay the claim
- b not pay any other claim which has been or will be made under the **policy**
- c make the **policy** void, which means that it is no longer in existence, from the date of the fraudulent act without any refund of premium
- d inform the police of the circumstances.

### Law applicable to this policy condition

**You** and **we** can choose the law which applies to this **policy**. **We** propose that English law applies. Unless **we** and **you** agree otherwise, English law will apply to this **policy**.

### Misrepresentation and non-disclosure condition

The contract of insurance is formed on the reliance of information which **you** provide to **us**. **You** must:

- 1 disclose all information relevant to this insurance
- 2 not make any statement which is incorrect.

If **you** fail to disclose information relevant to this insurance or make any statement which is incorrect **we** will, at **our** option, either

- a make the policy void from the date of formation of the contract
- b refuse to pay **your** claim.

### Other insurance condition

If a claim is made under this **policy** and there is other insurance cover which **you**

## Policy conditions continued

are, or would be but for this **policy**, entitled to have a claim paid under the other insurance, **we** will at **our** option, either pay

- 1 a proportionate share of the claim or
- 2 an amount beyond that which is or would be payable under the other insurance.

## Payment of premium condition

**You** can choose to pay **your** premium either in full or by instalments.

### Payment in full

If **you** choose to pay in full **your** payment will be debited from **your** payment card immediately and will appear on **your** statement within 3 working days. **We** will also debit **your** payment card for any additional premium including administration fees that may arise from any alterations made to **your policy**.

Any refund of premium due as a result of changes made to **your policy** will be credited to **your** payment card within 3 working days.

### Payment by instalments

If **you** choose to pay by instalments **you** will enter into a credit agreement with AXA Insurance. Further details will be available if **you** select this payment option. **Your** deposit will be debited from **your** payment card immediately and will appear on **your** statement within 3 working days.

If **you** make any change to **your policy** that affects **your** premium, **you** will receive written notice of the changes to **your** payments.

Any related administration fees that may arise from these changes will be debited

from **your** payment card immediately and will show on **your** statement within 3 working days.

**You** may change **your** payment method from instalments to payment in full at any point during the **period of insurance**.

If **you** fail to make **your** monthly payment(s) in full by the due date, **we** will seek to recover all monies and may

- 1 charge an administration fee for instalments rejected by **your** bank
- 2 terminate **your** instalment agreement with immediate effect
- 3 cancel **your policy** from the missed instalment date. **You** will not be entitled to any return premium where this happens
- 4 apply an administration fee of £30
- 5 refer details of **your policy** to **our** debt collection agencies that will seek to recover all monies on **our** behalf and may record the outstanding debt. **We** reserve the right to add an administration fee to the value of **your** debt to cover costs incurred.

## Subrogation (our rights) condition

**We** will be entitled to undertake in **your** name or on **your** behalf steps to enforce rights against any other party before or after payment is made by **us**.

## Third party rights condition

The rights of this contract will not be enforceable by any party other than **you** or **us** because of the Contract (Rights of Third Parties) Act 1999.

# Making a complaint

**We** aim to provide the highest standard of service to every customer. If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

## Step One – Making your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with.

If **your** complaint relates to **your policy**, please contact **us**. If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim.

When **you** make contact please tell **us** the following information:

- Name, address and postcode, telephone number and e-mail address (if **you** have one)
- **Your policy** and/or claim number, and the type of **policy you** hold
- The reason for **your** complaint.

Telephone contact is often the most effective way to resolve complaints quickly.

Any written correspondence should be headed 'COMPLAINT' and **you** may include copies of supporting material.

## Step Two – Contacting AXA Insurance Head Office

If **your** complaint remains unresolved following Step One, please contact the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive.

Please provide the same details to:

Head of Customer Relations  
AXA Insurance  
Civic Drive  
Ipswich IP1 2AN

Tel: 01473 205926

Fax: 01473 205101

E-mail: [customercare@axa-insurance.co.uk](mailto:customercare@axa-insurance.co.uk)

When **you** make contact please tell **us** the following information:

- Name, address and postcode, telephone number and e-mail address (if **you** have one)
- **Your policy** and/or claim number, and the type of **policy you** hold
- The reason for **your** complaint.

## Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may be eligible to refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if **we** have made a decision following Step Two.

**You** have 6 months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

Tel: 0845 080 1800

Fax: 020 7964 1001

## Our promise to you

- **We** will acknowledge written complaints promptly.
- **We** will investigate quickly and thoroughly.
- **We** will keep **you** informed of progress.
- **We** will do everything possible to resolve **your** complaint.
- **We** will learn from **our** mistakes.
- **We** will use the information from complaints to continuously improve **our** service.

Telephone calls may be monitored and recorded.

## Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).

**This document is available in  
other formats.**

If **you** would like a Braille, large print  
or audio version, please contact **us**.

**[www.axainsurance.com](http://www.axainsurance.com)**

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# Business Insurance

## Professional indemnity section for ICAEW, ICAS or ICAI accountants

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### Professional indemnity

**Your policy** schedule will show if this section is covered.

### Important information about this cover

This cover operates on a claims-made basis. This means that **we** will only provide cover for **claims** or **claim circumstances** made against **you** and notified to **us** during the **period of insurance**. Special conditions apply regarding when **you** must tell **us** about **claims** or **claim circumstances** and these can be found below. **You** should read these carefully.

The Change in risk condition, the Misrepresentation and non-disclosure condition and the Cancellation condition contained in **your** Essential information document do not apply to this Professional indemnity section.

## Meanings of defined terms

These meanings apply to the Professional indemnity section and are in addition to the **policy** defined meanings that have already been described on page 5 of the Essential information document. If a word or phrase has a defined meaning it will be highlighted in bold blue print and will have the same meaning wherever it is used in the Professional indemnity section.

### Bodily injury

Any injury including death, illness, disease, sickness, psychological injury, emotional distress or nervous shock.

### Claim(s)

Any verbal or written demand, notice or communication:

- 1 making an assertion for legal remedy or any other form of compensation or remedy
- 2 containing reference to, or serving notice of, intent to start legal proceedings
- 3 invoking any pre-action protocol as set under the Civil Procedure Rules
- 4 referring to arbitration, adjudication or complaint proceedings.

### Claim circumstances

Any incident, occurrence, fact, matter or act that **you** were or are aware of that:

- 1 may give rise to a **claim** or
- 2 may give rise to an **ombudsman award**

### Claim costs

Any **costs** and expenses incurred by **us** or by **you** with **our** written permission relating to the investigation, defence or settlement of any **claim** against **you**, which this **policy** covers.

### Claimant

A person or organisation that has made or may make a **claim** including a complainant to an ombudsman.

### Court attendance compensation

Compensation that **we** will pay to **you** in the event that

- 1 any principal, partner, member or director
  - 2 any **employee**
- is required by legal advisers to attend court or any arbitration or adjudication hearing as a witness of fact and in connection with a **claim** that is covered by this **policy**, provided that **we** have first given **our** written consent.

## Professional indemnity section for ICAEW, ICAS or ICAI accountants *continued*

### Documents

Any **documents**, information or data, including computer records and electronic data, that are **your** property and are used in the ordinary course of **your professional business**. This does not include bearer bonds, coupons, bank or currency notes and negotiable instruments.

### Employee(s)

Any person working for **you** in connection with the **professional business**:

- 1 under a contract of service with **you**
  - 2 who is hired or lent to **you**
  - 3 who is self-employed
  - 4 on a voluntary basis
- and who is under **your** control or supervision.

### Limit of indemnity

The amount shown in **your policy** schedule as the limit of indemnity.

### Loss

The amount that **you** are legally and personally liable to pay due to a **claim**, including judgements, awards of damages, awards of claimant costs and amounts that are related to settlements.

### Ombudsman award

Any amount to be paid or that is payable, or the costs of taking any steps that **you** are directed to take, following an award or recommendation made by any ombudsman appointed under 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 of them.

### Packaged software

Any computer software that is marketed for general distribution on a wholesale or retail basis but that is not produced by **you**.

### Pollutant

Any contaminant, irritant or other substance including, but not limited to **asbestos**, lead, smoke, vapour, water, oil, oil products, dust, fibres, soot, fumes, acids, alkalis, chemicals or waste (including materials that have been or are intended to be recycled, reconditioned or reclaimed).

### Pollution

Actual, alleged or threatened discharge, seepage, treatment, removal, disposal, dispersal, emission, release or escape of any **pollutant** or any regulatory order, direction or request to test for, monitor, remove, contain, treat, detoxify, or neutralise any **pollutant**.



## Professional business

- 1 Services or advice that **you** perform or that are performed on **your** behalf.
- 2 Services or advice that **you** perform whilst holding an individual personal appointment, provided that:
  - a the fee that **you** charged for those services or advice (if a fee was charged) is included in the income that has been disclosed to **us** when applying for this insurance, and
  - b where those services are as company secretary, registrar or director of a company that is not **your** company, cover only extends to services performed or advice given by **you** in connection with tax matters, secretarial work, share registration, financial advice to management, book-keeping, management accounting, financial investigation and reports, the negotiation and settlement of financial claims, company formations, investment advice, insurance and pension scheme advice and computer consultancy.

## What is covered

### Civil liability and claim costs

**We** will cover **you** for any **claim** and **claim costs** that arise from the conduct of **your professional business**, where the **claim** is first made against **you** and notified to **us** during the **period of insurance**, for any civil liability that **you** incur, including claimant's costs and expenses.

The most **we** will pay for **loss** resulting from each **claim** is the **limit of indemnity**.

**We** will pay **claim costs** in addition to the **loss**. If the **loss** amount exceeds the **limit of indemnity**, the most **we** will pay for **claim costs** will be same proportion that the amount that the **limit of indemnity** has to the **loss** amount.

### Court attendance costs

In the event that any of **your** directors, partners, principals or **employees** are required to attend court in connection with a **claim** that is covered by this **policy**, provided that **we** have first given **our** written consent, **we** will pay compensation to **you** at £200 per day for each person required to attend.

The most **we** will pay for all **court attendance costs** in any one **period of insurance** is £10,000.

### **Dishonesty of employees**

**We** will only cover **claims** arising out of any dishonest or fraudulent act or omission if they arise by reason of, and were solely and directly caused by, the actual or allegedly dishonest and/or fraudulent act(s) or omission(s) of any past or present partner, director, member, consultant, sub-contractor or **employee** of yours (whether committed alone or in collusion with others), provided that:

- 1 no cover shall be given for any **claim** arising out of dishonesty or fraud on the part of any person after **you** discover, in relation to that person, reasonable cause for suspicion of fraud or dishonesty
- 2 no cover shall be given to any person committing or condoning any dishonest or fraudulent act or omission.
- 3 any dishonesty or fraud committed by persons acting together, will for the purposes of this **policy**, be treated as one claim.

At **our** request and expense, **you** will take all reasonable steps to obtain reimbursement from any person committing or condoning any dishonest or fraudulent act or omission or from their estates or legal representatives.

Any monies that, but for the dishonest or fraudulent act or omission, would be due to the persons committing or condoning any dishonest or fraudulent act or omission from **you**, or any monies

of those persons held by **you**, shall be deducted from any amount payable under this **policy**.

Nothing in this clause will preclude **us** from exercising any right of subrogation against any person committing or condoning any dishonest or fraudulent act or omission.

The amount **we** will pay for **claims** arising out of any dishonest or fraudulent act or omission will be only for the balance of any civil liability over and above the amounts recovered from the person or persons committing or condoning dishonest or fraudulent acts or omissions or their estates or legal representatives.

### **Loss of documents**

**We** will pay reasonable costs and expenses for replacing or restoring **your** own **documents** that have become lost or damaged in the conduct of the **professional business** provided that the loss or damage is discovered by **you** and notified to **us** during the **period of insurance**.

**We** will not pay for **your** own **documents** which are stored on a computer system unless those **documents** are duplicated on at least a daily basis, with the intention that the duplicate can be used to restore the **documents** in the event of loss or damage.

## Professional indemnity section for ICAEW, ICAS or ICAI accountants *continued*

The most **we** will pay for replacement of **your** own **documents** during any one **period of insurance** is £100,000, but this will not apply to the amount **we** will pay where a loss of or damage to **documents** leads to a **claim** under the heading 'Civil liability and claim costs'.

### Ombudsman awards

**We** will cover **you** for any **ombudsman award** that arises from a **claim** or **claim circumstances** arising from the conduct of **your professional business** and first made against **you** and notified to **us** during the **period of insurance**.

The most **we** will pay for all **ombudsman awards** is an amount equal to the **limit of indemnity**.

### Innocent non-disclosure and innocent misrepresentation

The contract of insurance is formed on the reliance of information which **you** provide to **us**. **You** must:

- 1 disclose all information relevant to this insurance
- 2 not make any statement which is incorrect.

If **you** fail to disclose information or **you** make an incorrect statement and the failure or statement was made with no intention to deceive or mislead **us**, **we** will not use **our** right to void the **policy** or refuse to pay **your claim**.

In the case of a **claim** or **claim circumstances**:

- 1 that would otherwise be covered by this **policy** and
- 2 that **you** already knew about before the start of the **period of insurance** and
- 3 where the insurer that **you** should have notified the **claim** or **claim circumstances** to provided **you** with cover that was more restrictive in relation to that **claim** than **your policy** with **us**

**we** will only cover that **claim** or **claim circumstances** on that more restrictive basis.

## Professional indemnity section for ICAEW, ICAS or ICAI accountants *continued*

If **you** do not comply with the claims notification condition or the claim circumstances condition and this affects **our** ability to handle or settle **your claim** or **claim circumstances**, **we** may reduce the amount **we** will pay to an amount that **we** think **we** would have been required to pay if **you** had met that condition.

### Settlement and defence of claims

We will advance **claim costs** as and when they are incurred. This includes **claim costs** incurred on **your** behalf where **you** are alleged to have committed or condoned a dishonest or fraudulent act or omission, but **we** will not pay **claim costs** incurred on **your** behalf after the earlier of:

- 1 **you** admitting to **us** that **you** committed or condoned that dishonest or fraudulent act or
- 2 a court or other judicial body finding that **you** were in fact guilty omission.

Each of **you** who admit to **us** that they committed or condoned a dishonest or fraudulent act or omission, or against whom there is a finding by a court or other judicial body that such person was in fact guilty of that dishonest or fraudulent act or omission, must reimburse **us** any **claim costs** that **we** advanced on **your** behalf.

All **claims** that come from the same act, error or omission or series of acts, errors or omissions, as a result of, or arising directly or indirectly from, the same source or original cause, will be regarded as one **claim**.

If **we** cover more than one person, firm, company or organisation, our liability to all, as a result of one **claim**, will not be more than the **limit of indemnity**.

**We** have the right, but not the obligation, to take control of **your claim** and conduct the investigation, settlement or defence in **your** name. If **we** think it is necessary **we** will appoint **our** adjuster, solicitor or other appropriate person to deal with the **claim**. If **you** ask **us**, **we** may agree to appoint **your** solicitor, but only on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval.

**You** will be entitled to any and all information and documentation regarding the defence, investigation or settlement of any **claim** and the investigation into any **claim circumstances** as **you** may reasonably request from **us**.

## Professional indemnity section for ICAEW, ICAS or ICAI accountants *continued*

Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

If **you** disagree with **our** proposed course of action for any legal proceedings (whether defence or prosecution), then **you** or **we** may refer the matter to a Queen's Counsel of the English Bar, or equivalent in Scotland or Ireland as applicable, to be mutually agreed between **you** and **us**. If **you** and **we** cannot agree on the Queen's Counsel to be appointed, then the Queen's Counsel will be appointed by the President of the Institute of Chartered Accountants in England and Wales/of Scotland/in Ireland as applicable. The Queen's Counsel's decision on how the legal proceedings should be handled will be binding on **you** and **us**. In resolving this dispute, the Queen's Counsel will have consideration for the interests of **you** and **us**.

Any amount payable by **us** under this **policy** in respect of **your** liability to a **claimant** will be paid only to the **claimant**, or to where the **claimant** tells **us**. **We** agree **we** will not set off any amounts that are payable under this **policy** against any payment due to **us** from **you**, including any payment of premium or any payment due to **us** by way of reimbursement. This does not apply to the **excess**, which **we** may set off against any payment.

## What is not covered

### Bodily injury exclusion

We will not cover:

- 1 any **claim** arising out of **bodily injury** of any **employee** arising in the course of their employment by **you**
- 2 any **claim** arising out of **bodily injury** unless it was directly arising from a breach of duty through a negligent act, error or omission by **you** in the course of **your professional business**.

### Contractual liability exclusion

We will not cover **contractual liability**.

### Controlling interest exclusion

We will not cover any **claim** arising from or brought by a firm, company or organisation:

- 1 with a financial interest in **you**
- 2 in which any of **your** partners, directors or principals have a controlling interest unless that **claim** is brought against **you** by a source independent of that firm, company or organisation.

### Employment exclusion

We will not cover any **claim** arising out of any kind of employment related dispute or any kind of defamation, discrimination, harassment or unfair treatment relating to any current, former or prospective **employees**.

### Excess exclusion

We will not pay the **excess** shown in **your policy** schedule.

Regardless of what **excess** amount is shown in **your policy** schedule, the maximum **excess** amount will not exceed the maximum amount calculated in line with the relevant provisions of the Professional Indemnity Insurance Regulations of the Institute of Chartered Accountants in England and Wales/of Scotland/in Ireland as applicable in force at the start of the **period of insurance**.

The **excess** does not apply to **claim costs**, unless the **claim** arises from the conduct of **professional business** that required authorisation by the Financial Services Authority.

**You** will only pay one **excess** for **claims** from the same act, error or omission (or series of acts, errors or omissions) that arise directly or indirectly from the same source or original cause.

### Failure of investments exclusion

**We** will not cover any **claim** arising out of the provision of any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments.

### Fines and penalties exclusion

**We** will not cover any fines, penalties, punitive, multiple, aggravated or exemplary damages where these can be identified separately within any award of any court or tribunal.

This exclusion will not apply to any **claim** relating to actual or alleged defamation committed by **you** in the course of **your professional business**. This exclusion will not apply in respect of any **ombudsman award**.

### Goods supplied exclusion

**We** will not cover any **claim** arising out of the supply of any goods by **you**, or products manufactured, constructed, altered, repaired, treated, sold, supplied or distributed by **you**.

This exclusion will not apply to:

- 1 any computer software that is not packaged software
- 2 any amendments or adaptations of packaged software made by **you** or on **your** behalf.

### Pollution exclusion

**We** will not cover any **claim** directly or indirectly involving **pollution**.

### Previous claims exclusion

**We** will not cover any **claim** or any **claim circumstances**

- 1 that has been notified under any other policy before the start of this **policy**
- 2 that **you** were aware of or should have been aware of before the start of this **policy**.

### Previous work exclusion

**We** will not cover any **claim** or **claim circumstances** arising from the performance of **your professional business** that occurred before the **previous work date**.

### Property damage exclusion

**We** will not cover any **claim** for loss of or damage to property unless directly arising from a breach of duty through a negligent act, error or omission by **you** in the course of **your professional business**.

### Property ownership exclusion

**We** will not cover any **claim** arising from the ownership, possession, leasing or use of any land or building structure or any other property or goods whether mobile or immobile.

**North American jurisdiction exclusion**

**We** will not cover any **claim** instituted or pursued:

- 1 within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada or in which it is contended that the laws of the United States of America or Canada should apply
- 2 to enforce a judgment obtained in any Court of the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada.

**Radioactive contamination exclusion**

**We** will not cover any **claim** or **claim circumstances** arising directly or indirectly from:

- 1 ionising radiation or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel
- 2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

**Terrorist act exclusion**

**We** will not cover any **claim** directly or indirectly involving any **terrorist act**.

**Trading losses exclusion**

**We** will not cover any **claim** arising out of trading losses or trading liabilities incurred by **you** or any of **your** businesses. This exclusion will not apply to any **claim** made against **you** for negligence in the normal course of **your** conduct of any receivership or procedures under:

- 1 the Insolvency Act 1986, or
- 2 the Insolvency (Northern Ireland) Order 1989, or
- 3 in the Republic of Ireland any receivership or insolvency procedures under the Companies Acts 1963 to 2005 or the Bankruptcy Act 1988 or any amendment or re-enactment of them.

**War risk exclusion**

**We** will not cover any **claim** arising from or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.



## Section conditions

These are the conditions of the cover and apply throughout **your** Professional indemnity section and any optional covers. These must be read with the 'Policy conditions' in **your** Essential information document.

If **you** do not comply with these conditions **you** may lose all right to cover under **your policy** or to receive payment for a **claim**.

If **you** are unsure about any of these conditions, please contact **us**.

### Admission of liability condition

In the event of a **claim** or discovery of **claim circumstances**, **you** must not:

- 1 admit liability
- 2 incur any **claim costs**
- 3 make any offers of settlement
- 4 otherwise prejudice the conduct of defence or settlement of that **claim** or **claim circumstances**

without first obtaining **our** written approval. This applies regardless of any complaints handling procedure or if the amount in dispute is less than **your excess**.

### Arbitration condition

In the event of any dispute between **you** and **us** relating to this **policy** section, the matter will be referred to arbitration before a sole arbitrator, who is to be mutually agreed upon by **you** and **us**, or, failing agreement, to be appointed by the President of the Institute of Chartered Accounts in England and Wales/of Scotland/in Ireland, as applicable. The decision of that arbitrator will be final and binding on **you** and **us**.

In the event of any dispute concerning what **we** will cover (including a dispute about which policy period a **claim** or **claim circumstances** might fall to be dealt with) between **us** and any other insurer(s) who insured **you** in a previous period, **you** and **we** agree that **we** will advance **claim costs** and cover **you** in accordance with "What is covered" above pending resolution of that dispute.

### Cancellation condition

This professional indemnity section may not be cancelled other than in accordance with the Payment of premium condition or the Fraud condition in your Essential information document unless **you** and **we** mutually agree in writing to do so.

In the event that **you** and **we** agree to cancel, **we** will write within 7 days of the date that the agreement was reached, to:

- 1 **you** at the address shown in **your policy** schedule, notifying **you** that the **policy** will be cancelled with effect from a date not less than 30 days after the date of that agreement;
- 2 the relevant Institute, being the Institute of Chartered Accountants in England and Wales, the Institute of Chartered Accountants of Scotland or the Institute of Chartered Accountants in Ireland, notifying it of **your** name, the agreement to cancel and the effective date of cancellation.

This Cancellation condition replaces the Cancellation condition shown in **your** Essential information document.

### Claims notification condition

**You** must tell **us** as soon as reasonably possible and in any event within seven days of the end of the **period of insurance** about

- 1 any **claim** against **you**
- 2 any notice **you** receive during the **period of insurance** of an intention to make a **claim** against **you**
- 3 the discovery of any dishonest act or omission or any reasonable suspicion that an **employee** has acted dishonestly that may result in a **claim**.

### Claim circumstances condition

**You** must inform **us** as soon as possible within the **period of insurance** of **claim circumstances**.

If **claim circumstances** that relate to work **you** performed after the **previous work date** lead to a **claim** after the **period of insurance** has ended, that **claim** will be deemed to have been made against **you** during the **period of insurance**, provided that **you** told **us** about those **claim circumstances** within the **period of insurance**.

**Claim control and co-operation condition**

**You** must give **us** all information and assistance that **we** reasonably require and that is in **your** power to provide.

**You** must co-operate with **us** and anyone appointed on **our** behalf by:

- 1 providing any information, assistance, signed statements or depositions  
**we** may require to comply with any Civil Procedure Rules, Practice directions and Pre-Action Protocols that may be issued
- 2 assisting to present the best possible defence to a **claim**
- 3 ensuring access to any information that **we** or **our** representatives may require in the defence of a **claim** or the investigation of any **claim circumstances**, whether or not that information may be privileged.
- 4 making payment on demand of **your excess** in order to comply with the terms of any settlement **we** have agreed
- 5 providing any information, assistance, signed statements or depositions  
**we** may require to exercise **our** rights of subrogation
- 6 ensuring that all **documents** of any description relevant to any **claim** or **claim circumstances** are preserved and complete

**Loss of documents notification condition**

**You** must tell **us** as soon as possible within the **period of insurance** when **you** discover any loss or damage to **your** own **documents**.

### **ICAEW, ICAS and/or ICAI Difference in conditions**

It is required by the Institute of Chartered Accountants (ICA) that professional indemnity insurance that **we** provide to ICA members includes the following clause. It uses language that **we** would normally simplify for your benefit and clearer understanding, but **we** must issue it exactly as provided by the ICA to meet their requirements.

The insurance provided by this Professional indemnity section shall, notwithstanding any policy wording to the contrary, be, in each and every respect and in respect of each and every claim and in the aggregate, no less favourable and provide no less protection to the insured than the Approved Minimum Wording (as defined in the Regulations in force at the inception of the policy and on any renewal of the policy at the date of such renewal).

If the insurance offered by this policy exceeds that provided by the Approved Minimum Wording then, notwithstanding any policy wording to the contrary, the sum insured in respect of that additional indemnity shall be in addition to the sum insured in respect of the indemnity provided by the Approved Minimum Wording. However the additional

indemnity will only operate when any insurance excess of the primary insurance has been exhausted by reason of claims.

In any dispute as to whether the insurance under this policy is in any respect or in the aggregate less favourable or gives less protection to the insured than the Approved Minimum Wording would do, a sole arbitrator (irrespective of the number of parties to the dispute) who shall be agreed between the insurer and the insured or failing such agreement shall be selected at the request of either the insurer or the insured by the President for the time being of the Institute of Chartered Accountants in England and Wales/of Scotland/in Ireland (as applicable) shall be appointed to resolve the dispute in accordance with the Arbitration Act 1996. The Arbitrator's decision (which will be based on English law unless the relevant Member's principal place of business is in Scotland, Northern Ireland or the Republic of Ireland, in which case the law of Scotland, Northern Ireland or the Republic of Ireland as the case may be will apply), shall be binding on both insurer and insured.

**This document is available in  
other formats.**

If **you** would like a Braille, large print  
or audio version, please contact **us**.

**[www.axainsurance.com](http://www.axainsurance.com)**

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