

# W / R / B

## U N D E R W R I T I N G

| a Berkley Company



**MEMBERS OF THE PROPERTY OMBUDSMAN  
PROFESSIONAL INDEMNITY INSURANCE**

### **IMPORTANT NOTICE TO THE INSURED**

This Policy, together with the **Schedule** and any endorsements form your legally binding contract of insurance. Please read it carefully to ensure that it is in accordance with your requirements and that you understand its terms and conditions. The Insurance Broker or other intermediary who arranged this Policy should be contacted immediately if any correction is necessary. Your attention is particularly drawn to the notice on Page 2.

W. R. Berkley UK Limited  
Registered Office: 14<sup>th</sup> Floor, 52 Lime Street, London EC3M 7AF  
Registered in England & Wales 09546454  
FRN: 710822

## **NOTICE TO THE INSURED**

It is always our intention to provide a first class standard of service. However, if you have any cause for complaint or you wish to make any enquiry regarding this insurance you should, in the first instance, contact the Insurance Broker or other intermediary who arranged this insurance for you.

Alternatively you may contact:

Compliance Department  
W. R. Berkley UK Limited  
14<sup>th</sup> Floor  
52 Lime Street  
London  
EC3M 7AF  
[complaints@wrbunderwriting.com](mailto:complaints@wrbunderwriting.com)

In the event that you remain dissatisfied and wish to make a complaint, it may be possible in certain circumstances for you to refer the matter to Complaints team at Lloyd's. Their address is:

Complaints  
Fidentia House  
Walter Burk Way  
Chatham Maritime  
Kent, ME4 4RN

Tel: 020 7327 5693  
Fax: 020 7327 5225  
[complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## **FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

We are covered by the FSCS. You may be entitled to compensation under the Scheme if we are unable to meet our financial obligations. The level of compensation is dependent upon the nature of this contract and circumstances of a claim. For more information contact the FSCS on 020 7892 7300 or visit their website at [www.fscs.org.uk](http://www.fscs.org.uk).

## **YOUR PERSONAL INFORMATION NOTICE**

### **Who we are**

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

### **The basics**

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may

withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

**Other people's details you provide to us**

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

**Want more details?**

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

**Contacting us and your rights**

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

The Compliance Officer  
W. R. Berkley UK Limited  
14<sup>th</sup> Floor  
52 Lime Street  
London  
EC3M 7AF

We, W.R. Berkley UK Limited, are a service company that is part of the W.R. Berkley Corporation group of companies, authorised and regulated by the Financial Conduct Authority in their capacity as an appointed representative of W.R. Berkley Syndicate Management Limited. They have authority to enter into contracts of insurance on behalf of the Lloyd's underwriting members of Lloyd's syndicate 1967 which is managed by W.R. Berkley Syndicate Management Limited. (FRN: 710822).

W/R/B Underwriting is a trading name of W. R. Berkley UK Limited and W. R. Berkley Syndicate Management Limited.

Underwritten by certain underwriters at Lloyd's.

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**“THIS IS A CLAIMS MADE AND CIRCUMSTANCE NOTIFIED INSURANCE - TO MAKE A CLAIM UNDER THIS POLICY, THE INSURED MUST COMPLY WITH THE CONDITIONS SET OUT AT SECTION 2 OF THE POLICY. FAILURE TO DO SO MAY AFFECT PAYMENT OF ANY CLAIM”.**

The terms that appear in bold with their first letters in capitals are defined under the Definitions and Interpretations section of this Policy.

The **Insured** having made a written proposal to **Insurers** bearing the date shown in the **Schedule** containing particulars and statements which are subject to the Non-Disclosure Clause 3.7 of this Policy, and in consideration of the **Insured** having agreed to pay the premium shown in the **Schedule**, **Insurers** agree to indemnify the **Insured**, subject to the terms, conditions, exclusions and limitations of this Policy.

## **WHAT IS COVERED**

The cover provided is subject to the terms, conditions, exclusions and limitations in this contract of insurance.

### 1.1 INSURING CLAUSE

**Insurers** shall indemnify the **Insured**, up to the **Indemnity Limit**, for the amount of any claim including claimant's costs and expenses first made against the **Insured** and notified to **Insurers** during the **Policy Period** in respect of any civil liability which arises out of the exercise and conduct of the **Business**.

### 1.2 DEFENCE COSTS

**Insurers** shall also indemnify the **Insured** for **Defence Costs** where such costs have been incurred with **Insurers'** prior written consent. Such **Defence Costs** shall be payable in addition to the **Indemnity Limit** and shall not be the subject of any **Excess**.

If a settlement is made with any party in excess of the **Indemnity Limit**, **Insurers'** liability in respect of **Defence Costs** shall be in the same proportion that the **Indemnity Limit** bears to the sum which would be payable by **Insurers** but for the **Indemnity Limit**.

### 1.3 LOSS OF OR DAMAGE TO DOCUMENTS

In the event of physical loss of or damage to **Documents** suffered and notified to **Insurers** during the **Policy Period**, the **Insured** is indemnified for any claim or costs and expenses reasonably incurred in replacing, restoring or reconstituting any **Documents** which are the property of the **Insured** or are in the **Insured's** care, custody or control.

The maximum amount payable by **Insurers** under this clause shall be £100,000 in the aggregate. An **Excess** of £1,000 each and every claim shall apply unless a lower **Excess** is specified in the **Schedule** in which case that **Excess** shall apply.

### 1.4 INFRINGEMENT OF COPYRIGHT COSTS

The **Insured** is indemnified up to a maximum of £25,000 in the aggregate during the **Policy Period** for claims first made by the **Insured** during the **Policy Period** in respect of reasonable and necessary costs and expenses incurred by the **Insured** with the **Insurer's** prior written consent in prosecuting any claim for the infringement of intellectual property rights first discovered during the **Policy Period** where the ownership of such rights is vested in the **Insured**.

For the purposes of this Clause 1.4 **Insurers** will only give prior written consent where the **Insured** has provided at their own expense an opinion from a solicitor barrister or suitably qualified intellectual property agent evidencing the existence of the **Insured's** intellectual property rights the infringement of those rights a measurable loss and a reasonable prospect of success.

### 1.5 REPRESENTATION COSTS

The **Insured** is indemnified for all legal costs incurred with the **Insurer's** prior written consent for representation at any inquiry or other proceeding which has, in the **Insurer's** sole opinion a direct relevance to any claim or **Circumstance** which is likely to form the subject of indemnity under this Policy.

#### 1.6 DATA PROTECTION DEFENCE COSTS

The **Insured** is indemnified up to a maximum of £250,000 in the aggregate during the **Policy Period** in respect of legal costs and expenses incurred with the **Insurer's** prior written consent in defending any dispute or legal proceedings brought against the **Insured** under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82) provided always that:

- (a) the act error or omission giving rise to the proceedings shall have been committed by the **Insured** in the ordinary course of their **Business**; and
- (b) the **Insurer** shall be entitled to appoint solicitors and Counsel to act on behalf of the **Insured**.

#### EXCLUSIONS TO INSURING CLAUSE 1.6

The **Insurer** shall not be liable to indemnify the **Insured** where the party the **Insured** is in dispute with has not suffered a specific financial loss.

#### 1.7 OMBUDSMAN AWARDS

The **Insured** is indemnified in respect of any legally enforceable Ombudsman award provided always that:

- (a) **Insurers** shall not be liable to indemnify the **Insured** under this Policy in respect of any Ombudsmen award arising from racial discrimination, sexual discrimination or a dispute over professional fees; and
- (b) an indemnity would have been provided to the **Insured** under this Policy in respect of the claim or complaint that is the subject matter of the Ombudsman award notwithstanding such award; and
- (c) any payments made by **Insurers** under this Clause 1.7 shall be part of and not in addition to the **Indemnity Limit**.
- (d) The excess that shall apply to ombudsman awards shall be no greater than £1,000 or as per the **Schedule**, whichever is the lesser.

#### 1.8 CONSUMER PROTECTION FROM UNFAIR TRADING REGULATIONS

The **Insured** is indemnified for up to 80% of costs and expenses incurred with the **Insurer's** prior written consent in the defence of any proceedings brought against the **Insured** under the Consumer Protection from Unfair Trading Regulations 2008 and/or the Business Protection from Misleading Marketing Regulations 2008 but only where **Insurers** believe that defending such proceeding may protect the **Insured** against any subsequent or concurrent civil claim arising from the subject matter of those proceedings and where indemnity would be given under this Policy in respect of such civil claim.

As a condition precedent to their right to be indemnified under this Clause 1.8 the **Insured** shall inform **Insurers** as soon as practicable and in any event within 5 working days, provided always that such notification is received by **Insurers** before the expiry of the **Policy Period**, of

- a) the receipt awareness or discovery of any claim or complaint made against them which might lead to an Ombudsman award or any other award from any other relevant enforcement authority;
- b) the receipt of any notice indicating an intention to investigate a possible offence from or any requirement to deliver up any document to the relevant enforcement authority under the Consumer Protection from Unfair Trading Regulations 2008 and/or the Business Protection from Misleading Marketing Regulations 2008 or any other indications that a prosecution under the Consumer Protection from Unfair Trading Regulations 2008 and/or the Business Protection from Misleading Marketing Regulations 2008 was imminent.

Such notice having been given any subsequent claim including any civil claim arising from the same subject matter of any proceedings under the Consumer Protection from Unfair Trading Regulations 2008 and/or the Business Protection from Misleading Marketing Regulations 2008 shall be deemed to have made during the **Policy Period**.

## 1.9 DISHONESTY OF EMPLOYEES EXTENSION

The **Insured** is indemnified for any claim first made against the **Insured** and notified to **Insurers** during the **Policy Period** which arises out of the exercise and conduct of the **Business** brought about, or contributed to, by the fraudulent, criminal or malicious act or omission of any person at any time employed by the **Insured** provided that:-

- 1.9.1 no person committing such fraudulent, criminal or malicious act or omission shall be entitled to indemnity;
- 1.9.2 any monies which but for such fraudulent, criminal or malicious act or omission would be due from the **Insured** to the person committing such act, or any monies held by the **Insured** and belonging to such person, shall be deducted from any amount payable under this Policy;
- 1.9.3 For the purposes of this Clause 1.9, the definition of **Indemnity Limit** is amended to: **Indemnity Limit** shall mean the amount shown in the **Schedule** which is available to the **Insured** in respect of each claim provided that all such claims payable under this Policy including any **Defence Costs** shall not exceed in the aggregate the amount shown in the **Schedule**.

## CLAIMS CONDITIONS

This section of the Policy explains the **Insured's** responsibilities when making a claim under the Policy. If the conditions listed below are not followed, then a claim may not be paid, may be reduced or may be treated as invalid.

### 2.1 IMPORTANT CONDITIONS

All conditions set out below (Clauses 2.2 – 2.6 inclusive) are important conditions to the operation of this Policy. This means that the **Insured** has to follow these conditions in their entirety if a claim is to be considered valid under this Policy. Failure to follow these conditions may result in the claim being refused.

### 2.2 DISCOVERY OF A CLAIM OR CIRCUMSTANCE

- 2.2.1 If during the **Policy Period** the **Insured** receives notice of any claim that is subject to indemnity under this Policy other than any claim provided for in Clause 2.2.2, the **Insured** shall give notice (in accordance with Clause 2.3) to **Insurers** as soon as practicable within 15 working days and, in any event, before expiry of the **Policy Period**.
- 2.2.2 If during the **Policy Period** the **Insured** receives a **Letter Of Claim**, the **Insured** shall give notice (in accordance with Clause 2.3) to **Insurers** as soon as practicable and in any event within 5 working days from receipt of such **Letter Of Claim** and before expiry of the **Policy Period**.
- 2.2.3 If during the **Policy Period** the **Insured** becomes aware of any **Circumstance**, the **Insured** shall give notice (in accordance with Clause 2.3) to **Insurers** of such **Circumstance** as soon as practicable and, in any event, before expiry of the **Policy Period**.

**Insurers** agree that any **Circumstance** notified to them during the **Policy Period** which subsequently gives rise to a claim after expiry of this Policy shall be deemed to be a claim first made during the **Policy Period**.

### 2.3 NOTICE

If the **Insured** wants to make a claim under this Policy, the **Insured** should provide written notice to the **Insurers** to the contact details at Item 12 in the **Schedule**. If it is not in writing, it will not be a valid notification under Clause 2.2.

### 2.4 ADMISSION OF LIABILITY

In the event of any claim or **Circumstance**, the **Insured** shall not admit liability or make any admission, offer, promise, or payment without **Insurers'** prior written consent.

## 2.5 CONDUCT OF CLAIMS

Following notification of any claim or **Circumstance**, **Insurers** shall be entitled to take over and conduct in the name of the **Insured** the investigation, defence or settlement of any such matter. The **Insured** shall **Co-operate** and provide all such assistance as **Insurers** may reasonably require.

## 2.6 FRAUDULENT CLAIMS

If any claim is made by or on behalf of the **Insured** which is in any respect unfounded, false, fraudulent or intentionally exaggerated, or if any false declaration or statement is made in support of a claim (whether or not the claim is itself genuine), then **Insurers** will refuse to pay the whole of the claim and may recover from the **Insured** any sums already paid in respect of the claim. **Insurers** may also by notice treat the Policy as having been terminated with effect from the time of the fraudulent act. If **Insurers** treats the Policy as having been terminated, the **Insured** will not have any cover under the Policy following the termination, and will not be entitled to any return of premium.

# GENERAL CONDITIONS

The following general conditions apply to this Policy:-

## 3.1 RETROACTIVE DATE

Where a retroactive date is specified in the **Schedule**, this Policy shall not indemnify the **Insured** for any claim notified to **Insurers** which arises out of the exercise and conduct of the **Business** prior to the said retroactive date.

## 3.2 SUBROGATION

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

## 3.3 INSURANCE DISPUTES

This Policy is governed by the laws of England and Wales.

Any dispute or difference between the **Insured** and **Insurers** arising from this Policy shall be referred for determination to Senior Counsel of the English Bar, to be mutually agreed between **Insurers** and the **Insured**, or any other person as may be mutually agreed.

In the event of disagreement regarding the appointment, the Chairman of the Bar Council shall appoint a suitable person.

The findings of the agreed or appointed person shall be binding on **Insurers** and the **Insured**, and the cost of such referral shall be allocated by the agreed or appointed person on a fair and equitable basis.

## 3.4 CLAIM SETTLEMENTS

**Insurers** may at any time pay to the **Insured** in connection with any claim or claims the **Indemnity Limit** (less any sums already paid) or any lesser sum for which such claim or claims can be settled and upon such payment **Insurers** shall not be under any further liability in respect of such claim or claims except for **Defence Costs** incurred prior to such payment with **Insurers'** prior written consent.

## 3.5 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

3.5.1 this Policy is not intended to confer any enforceable rights upon any third party, whether or not an interest of such third party is acknowledged by **Insurers**;



3.5.2 the parties to this Policy shall be entitled to rescind or vary this Policy without the consent of any third party, whether or not an interest of such third party is acknowledged by **Insurers**;

3.5.3 in the event of proceedings by a third party against **Insurers** for the enforcement of any provision of this Policy, **Insurers** shall have available to them any defence or set off which would have been available if the proceedings had been brought by the **Insured**.

### 3.6 SEVERAL LIABILITY NOTICE

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

### 3.7 NON-DISCLOSURE

In deciding to accept this cover and in setting the terms and premium, **Insurers** have relied on the information the **Insured** has given. The **Insured** must take care when answering any questions the **Insurers** ask by ensuring that all information provided is accurate and complete.

If **Insurers** establish that the **Insured** deliberately or recklessly provided **Insurers** with false or misleading information **Insurers** will treat this Policy as if it never existed and decline all claims.

If **Insurers** establish that the **Insured** carelessly provided false or misleading information it could adversely affect the **Insured's** Policy and any claim. For example, **Insurers** may:

treat this Policy as if it had never existed and refuse to pay all claims and return the premium paid. **Insurers** will only do this if **Insurers** provided the **Insured** with insurance cover which **Insurers** would not otherwise have offered;

amend the terms of this Policy. **Insurers** may apply these amended terms as if they were already in place if a claim has been adversely impacted by the **Insured's** carelessness;

reduce the amount **Insurers** pay on a claim in the proportion the premium the **Insured** has paid bears to the premium **Insurers** would have charged the **Insured**; or

cancel this Policy in accordance with the right to cancel below.

**Insurers** or the **Insured's** Insurance Broker will write to the **Insured** if **Insurers**:

intend to treat this Policy as if it never existed; or

need to amend the terms of this Policy.

If the **Insured** becomes aware that information given to **Insurers** is inaccurate, the **Insured** must inform their Insurance Broker as soon as practicable.

If the **Insured** becomes aware of any information that is different to that already given to **Insurers** during the **Policy Period**, the **Insured** must inform their Insurance Broker as soon as practicable.

### 3.8 CANCELLATION

**Insurers** may cancel this Policy by giving the **Insured** thirty (30) days notice in writing. The **Insurers** will only do this for a valid reason including but not limited to the following:

- (i) Non-payment of Premium (the conditions for cancelling the Policy for non-payment of Premium are set out in Clause 3.10);
- (ii) a change in risk occurring which means that **Insurers** can no longer provide the **Insured** with indemnity;
- (iii) Non-cooperation or failure to supply any information or documentation **Insurers** request; or
- (iv) Threatening or abusive behaviour or the use of threatening or abusive language.

The **Insured** may cancel this Policy at any time by giving thirty (30) days notice to **Insurers**. If this Policy is cancelled then, provided the **Insured** has not notified a claim or **Circumstance**, the **Insured** will be entitled to a refund of any premium paid, subject to a deduction for any time for which the **Insured** has been covered and a deduction for any additional cancellation charge as specified in the **Schedule**, to cover the administrative costs of providing the insurance. This will be calculated on a proportional basis.

If **Insurers** have accepted any claim or **Circumstance**, then no refund of premium will be allowed.

If the **Insured** wishes to cancel and cover has not yet commenced, the **Insured** will be entitled to a full refund of the premium paid.

### 3.9 COMBINED CLAIMS

Where the same original cause gives rise to an entitlement on the part of the **Insured** to indemnity under Clauses 1.1 to 1.9 under this Policy, the maximum amount payable by **Insurers** under Clauses 1.1 to 1.9 shall not exceed the **Indemnity Limit**.

### 3.10 NON PAYMENT OF PREMIUM

The **Insured** agrees that the Premium will be paid in full to **Insurers** within 60 days of inception of this Policy.

If the Premium due under this Policy has not been paid to **Insurers** by the 60<sup>th</sup> day from the inception of this Policy **Insurers** will have the right to cancel this Policy by notifying the **Insured** through the Insurance Broker in writing.

In the event of cancellation the Premium is due to **Insurers** on a proportional basis for the period that **Insurers** are on risk. However, the full Premium will be payable to **Insurers** should a claim or **Circumstance** be notified before the date of cancellation under this Policy.

It is agreed that **Insurers** shall not give less than 15 days prior notice of cancellation to the **Insured** through the Insurance Broker.

If the Premium due is paid in full to **Insurers** before the notice period expires, the notice of cancellation will automatically be revoked. If not, the Policy will automatically terminate at the end of the notice period.

## WHAT IS NOT COVERED

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

### 4.1 LIABILITY INVOLVING TRANSPORT OR PROPERTY OWNED BY THE INSURED

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

### 4.2 LIABILITY ARISING OUT OF EMPLOYMENT

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

### 4.3 SUPPLY OF GOODS

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

#### 4.4 FRAUD, DISHONESTY OR CRIMINAL ACT

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

Further, no indemnity will be provided to any person committing or condoning such dishonest, fraudulent, criminal or malicious act or omission and any monies which but for such fraudulent, criminal or malicious act or omission would be due from the **Insured** to the person committing such act, or any monies held by the **Insured** and belonging to such person, shall be deducted from any amount payable under this Policy.

#### 4.5 CONTROLLING INTEREST

Any claim made against the **Insured** by either:-

4.5.1 any entity in which the **Insured** exercises a controlling interest; or

4.5.2 any entity exercising a controlling interest over the **Insured** by virtue of having a financial or executive interest in the operation of the **Insured**;

unless such claim is made against the **Insured** for an indemnity or contribution in respect of a claim made by an independent party against the said entities detailed in Clause 4.5.1 or 4.5.2 and arises out of the exercise and conduct of the **Business**.

#### 4.6 LIQUIDATED DAMAGES

Any claim in respect of liquidated damages or penalties due to liability assumed by the **Insured** under any contract or agreement where such liability would not have existed in the absence of such contract or agreement.

#### 4.7 NUCLEAR RISKS

Any of the following:-

4.7.1 Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

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

#### 4.8 WAR AND TERRORISM

Any of the following:-

4.8.1 war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion;

4.8.2 usurped power;

4.8.3 confiscation or nationalisation or requisition or destruction or damage or loss of property by or under the order of any government or public or local authority;

4.8.4 any act or acts of terrorism, force or violence for political, religious or other ends directed towards the overthrowing or influencing of the government, or for the purpose of putting the public in fear, by any person or persons acting alone or together or on behalf of or in connection with any organisation;

4.8.5 any action taken in controlling, preventing, suppressing or in any way relating to Clauses 4.8.1 and/or 4.8.2 and/or 4.8.4 above.

The burden of proving that a claim does not fall within this clause shall be upon the **Insured**.

#### 4.9 AREA OF ACTIVITIES

Any work or activities undertaken by the **Insured** outside the **Geographical Limits**.

- 4.10 JURISDICTION  
Any claim brought (or the enforcement of any judgment or award entered against the **Insured**) in the courts of the United States of America and/or Canada or their Dominions or Protectorates
- 4.11 FINES, PENALTIES, PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES  
Fines, penalties, punitive, multiple or exemplary damages, other than in respect of defamation, libel or slander where such have been identified separately within any judgment or award.
- 4.12 LOSS OF DOCUMENTS - MAGNETIC OR ELECTRICAL MEDIA  
The physical loss of or damage to **Documents** which are stored on magnetic or electrical media unless such **Documents** are duplicated on magnetic or electrical media with the intention that in the event of loss or damage the duplicate can be used as the basis for restoring the **Documents** to their original status and provided always that such duplicates are securely stored in a separate location to the original **Documents**.
- 4.13 POLLUTION  
**Pollution** unless it was caused by a negligent act, negligent error or negligent omission by the **Insured** and/or by others acting on behalf of the **Insured**, provided that such **Pollution** was not caused by an intentional act of the **Insured**.
- In respect of any claim arising from **Pollution** the **Indemnity Limit** shall be amended to "each claim and in the aggregate" and not as shown in the **Schedule**. This means that only one **Indemnity Limit** shall be payable in relation to claims arising from **Pollution**.
- For the purposes of this Clause 4.13 only, **Defence Costs** shall not be paid in addition to but shall be included within the **Indemnity Limit** and shall be subject to the **Excess** shown in the **Schedule** and not as stated in Clause 1.2 (Defence Costs). This means that any **Defence Costs** paid become part of the **Indemnity Limit** and are not treated as a separate financial sum. In addition the **Excess** will be applied to any **Defence Costs**.
- 4.14 DIRECTORS' AND OFFICERS' LIABILITY  
Any claim arising from being a director, officer or trustee of the **Insured** (as opposed to those duties and functions carried out in furtherance of the **Business**) or from the acceptance of any directorship or trusteeship in any other company not forming part of the **Insured**.
- 4.15 OTHER INSURANCE  
Any claim where the **Insured** is entitled to indemnity under any other insurance except in respect of any amount for which the **Insured** would otherwise be entitled to indemnity under this Policy beyond the amount for which the **Insured** is entitled to indemnity under such other insurance.
- 4.16 PREVIOUS CLAIMS AND CIRCUMSTANCES  
Any claim or circumstance that may give rise to a claim:-
- 4.16.1 which has been notified and accepted by insurers in respect of any other insurance that was in force prior to the inception of this Policy, or;
- 4.16.2 with the **Insured** having taken reasonable care should have disclosed and notified to insurers any claim or circumstance that may give rise to a claim of which the **Insured** was or should have been aware prior to the inception of this Policy.
- 4.17 TRADING LOSSES  
Any trading losses or trading liabilities incurred by any business managed or carried on by the **Insured** including loss of any client account or business.
- 4.18 FAILURE TO ARRANGE INSURANCE AND/OR FINANCE  
Any loss which follows from the failure of the **Insured** to arrange and/or maintain insurance and/or finance.
- 4.19 ASBESTOS  
Any claim involving asbestos.

4.20 FINANCIAL SERVICES  
Any claim arising out of regulated activities as defined in the Financial Services and Markets Act 2000 as amended from time to time.

4.21 PENSION TRUSTEE LIABILITY  
The **Insured** acting in the capacity of trustee, fiduciary or administrator of any employer-sponsored pension or superannuation scheme or superannuation programme.

4.22 BODILY INJURY AND/OR PROPERTY DAMAGE  
Any claim arising out of injury, disease, illness (including mental stress) or death of any person(s) or loss of or damage to property (except as provided under Clause 1.3) unless such claim arises directly out of any negligent act, negligent error or negligent omission by the **Insured** arising from the exercise and conduct of the **Business**.

4.23 SURVEYS OR VALUATIONS  
Any claim arising from surveys or valuations other than for the purposes of establishing a price for the marketing of a property for sale.

4.24 SANCTIONS  
Any benefit under this Policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

4.25 TOTAL COVID-19 EXCLUSION  
Regardless of any language contained within the policy, **Insurers** shall not be liable to make any payment in respect of any Claim(s) or circumstance(s) or loss(es) or other matter(s) **Insured** under the policy arising out of, related to, connected to, or in any way involving, directly or indirectly:

- a. Coronavirus disease (COVID-19);
- b. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c. any mutation or variation of COVID-19 or SARS-CoV-2;
- d. any fear or threat (whether actual or perceived) of a), b) or c) above;
- e. any action taken to control, prevent, suppress, mitigate or in any way relating to any actual or suspected outbreak of any of a), b) or c).

It is further agreed that the **Insurers** shall not be liable to make any payment in respect of Claim(s) or circumstance(s) or loss(es) or other matter(s) **Insured** under the policy that arises as a result of, or is connected in any way, directly or indirectly, with any consequential loss or financial impairment suffered by the **Insured** or any third party as a result of any of a), b), c), d) or e) above.

If the **Insurers** maintains that this exclusion applies, then the burden of proving that it does not shall be on the **Insured**.

4.26 CYBER AND DATA PROTECTION LAW  
This clause takes priority over any other provision in this policy.

Save as expressly provided in this clause or by other restrictions in this policy specifically relating to the use of or inability to use a **Computer System** no cover otherwise provided under this policy shall be restricted solely due to the use of or inability to use a **Computer System**.

This policy excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly caused by, directly resulting from or directly arising out of:

- 4.26.1 a **Cyber Act**; or
- 4.26.2 any partial or total unavailability or failure of any **Computer System**;  
  
provided the **Computer System** is owned or controlled by the **Insured** or any other party acting on behalf of the **Insured** in either case; or

- 4.26.3 the receipt or transmission of malware, malicious code or similar by the **Insured** or any other party acting on behalf of the **Insured**.

This policy excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided:

- 4.26.4 to the **Insured** or any other party acting on behalf of the **Insured** by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the **Insured**;

- 4.26.5 by any utility provider, but only where such failure of service impacts a **Computer System** owned or controlled by the **Insured** or any other party acting on behalf of the **Insured**.

This policy excludes any loss, damage liability, claim, costs expense fines, penalties, mitigation costs, or any other amount for actual or alleged breach of **Data Protection Law** by the **Insured** or any other party acting on behalf of the **Insured**.

Any cover for costs of reconstituting or recovering lost, inaccessible or damaged documents owned or controlled by the **Insured** or any other party acting on behalf of the **Insured** in this shall not apply to **Data**.

For the purposes of this clause 4.26 the following definitions apply:

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any Computer System.

**Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

**Data Protection Law** means any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

## DEFINITIONS AND INTERPRETATIONS

Headings and notes are for information purposes only and are not to be construed as part of this Policy.

Various words and phrases are used in this Policy and wherever they appear in bold with their first letter in capitals, whether they are used in the plural or singular form, they are deemed to have the meaning set out below:-

### BUSINESS

Means advice given and service(s) performed by or on behalf of the **Insured** as detailed in the **Schedule**.

Where the **Insured** is liable for a sub-consultant the definition of **Business** is extended to include any professional activities of the sub-consultant for which the **Insured** is liable.

#### CIRCUMSTANCE

Means information or facts or matters of which the **Insured** is aware which is likely to give rise to a claim against the **Insured** which the **Insured** could become legally liable to pay and which arises out of the exercise and conduct of the **Business**.

#### CO-OPERATE

Means that the **Insured**:-

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

#### DEFENCE COSTS

Means all costs and expenses incurred in the investigation, defence or settlement of any claim or **Circumstance** notified under the terms of this Policy and/or the cost of representation at any enquiry or other proceedings which have a direct or indirect relevance to the investigation, defence or settlement of any matter notified under the terms of this Policy.

#### DOCUMENTS

Means project models or displays, deeds, wills, agreements, maps, plans, records, photographs or negatives, written or printed books, letters, certificates or written or printed documents of any nature whatsoever and shall include computer software and systems records (electronic data shall be deemed to be physical property for the purposes of this Policy).

This definition excludes bearer bonds, coupons, bank or currency notes and other negotiable paper.

#### EXCESS

Means the sum shown in the **Schedule** unless otherwise stated in this Policy and shall be the first amount of each claim that is payable by the **Insured** which shall not be indemnified by **Insurers**.

Where, however, more than one claim is made during the **Policy Period** which arises from the same original cause then only a single **Excess** shall apply in respect of such claims.

#### GEOGRAPHICAL LIMITS

Means anywhere in the world excluding the United States of America and/or Canada or their Dominions or Protectorates or as varied in the **Schedule**.

#### HARM

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

#### INDEMNITY LIMIT

Means the sum shown in the **Schedule** which is available to indemnify the **Insured** in respect of each claim, provided always that where more than one claim arises from the same original cause, all such claims shall be deemed to be one claim and only one **Indemnity Limit** shall be payable in respect of the aggregate of all such claims.

#### INSURED

Means the corporate body or bodies named as the **Insured** in the **Schedule** including:-

- (a) Any predecessors in business;

- (b) Any business for which the **Insured** is legally liable in consequence of the **Insured**'s acquisition of such business (whether partial or otherwise) prior to inception of this Policy provided **Insurers** have been notified in writing of the existence of such other business and have not refused to insure it;
- (c) Any office or division of the **Insured** as specified above unless expressly stated otherwise.

#### INSURERS

Means W.R. Berkley UK Limited, an appointed representative of W.R. Berkley Syndicate Management Limited.

Means certain underwriters at Lloyd's.

#### LETTER OF CLAIM

Means the Letter of Claim as detailed in any applicable Civil Procedure or Criminal Procedure Pre-Action Protocol.

#### POLICY PERIOD

Means the period shown in the **Schedule** plus any extensions to the period which may be granted by **Insurers**.

#### POLLUTION

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

#### SCHEDULE

Means the document entitled "**SCHEDULE**" that relates to this Policy, which can be found at the rear of this Policy.



## SCHEDULE

THIS IS TO CERTIFY that in accordance with authorisation granted under Binding Authority Number WRBSC21012 to the undersigned by W R Berkley UK Ltd (hereinafter "INSURERS"), and in consideration of the premium specified herein, the INSURERS are hereby bound to insure in accordance with the terms and conditions herein or endorsed hereon.

Certificate Number:	B1229OW1027167572022
1. The <b>Insured:</b>	Charles Carter Lettings Ltd
2. Principal Address of the <b>Insured:</b>	102 Church Street Tewkesbury GL20 5AB
3. <b>Business:</b>	Activities that are undertaken by Residential Estate and Letting Agents, Residential Property Managers and as fully described in the proposal form dated: 5 <sup>th</sup> July 2022
4. <b>Policy Period:</b>	
PROFESSIONAL INDEMNITY	From: 1st August, 2022 To 31st July, 2023 Both days inclusive Greenwich Mean Time
CLIENT MONEY PROTECTION	Not Applicable
5. <b>INDEMNITY LIMIT:</b>	
PROFESSIONAL INDEMNITY	£ 500,000 Any one claim, costs in addition
CLIENT MONEY PROTECTION	Not Applicable
6. <b>EXCESS:</b>	
PROFESSIONAL INDEMNITY	£ 500 each and every claim, excluding costs and expenses increasing to £1,000 in respect of Block Management Activities
CLIENT MONEY PROTECTION	Not Applicable
7. <b>Geographical Limits:</b>	Worldwide excluding USA/Canada
8. Conditions:	As per Policy wording plus:-

9. Retroactive Date:	
PROFESSIONAL INDEMNITY	Unlimited
CLIENT MONEY PROTECTION	Not Applicable
10. Premium:	£ 778.93
I.P.T.:	£ 93.47
Total Premium:	£ 872.40      (Including I.P.T.)
11. Date(s) of proposal form(s):	<b>Insurers</b> in accepting this Policy, have relied upon the information provided in the proposal form(s) the dates of which is/are listed below and supporting documentation (if any) accompanying the proposal form(s) Proposal form(s) dated: 5th July 2022
12. Notice of any claim or <b>Circumstance</b> is to be given to:	Specialist Claims Services DAC Beachcroft llp Portwall Place Portwall Lane Bristol, BS1 9HS Email: <a href="mailto:wrbuk@dacbeachcroft.com">wrbuk@dacbeachcroft.com</a>

**INSURERS' PROPORTION**

100.000%

**IN WITNESS** whereof this Certificate has been signed by

**On behalf of Mint Insurance Brokers Limited who is a registered Coverholder at Lloyd's and authorised by the Financial Conduct Authority - Ref: 708710**

Dated: 25 July 2022



Mint Insurance Brokers Limited is registered in England and Wales, Company Registration Number: 8397693.

Registered office: 4th Floor, 4 Tabernacle Street, London, EC2A 4LU.

"Mint" is a trading name of Mint Insurance Brokers Limited (FCA Registration No: 708710) which is an Appointed Representative of James Hallam Limited (FCA Registration No: 134435) which is authorised and regulated by the Financial Conduct Authority.

Coverholder at **LLOYD'S**