

Your professional liability and legal expenses insurance policy wording

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Introduction

The Agreement

- Section A of this Policy is issued in accordance with the authorisation granted under contract to Everywhen by Markel International Insurance Company Limited under Binding Authority Agreement SC1930C210AR/8607.

Markel International Insurance Company Limited is only liable for the proportion of liability it has written. Markel International Insurance Company Limited is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is Markel International Insurance Company Limited otherwise responsible for any liability of any other insurer that may underwrite this contract,

- Section B – The Legal Expenses Section – of this policy is underwritten by Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ. **Claims** will be handled by Markel Protection Limited which is a separate legal entity to Markel International Insurance Company Limited.

Collectively 'the Insurers'.

Your policy is a contract between **Us**, the insurers, and **You**, the Policyholder.

In return for **You** having paid or agreed to pay the premium, **We** will indemnify **You** by payment or, at **Our** option, by reinsurance or repair, in respect of loss, destruction, damage, accident or injury occurring or other insured contingencies arising during the period of insurance, subject to the terms conditions and exceptions contained in the policy.

Your Obligations under the Policy

The policy imposes certain obligations upon **You** which if not complied with may invalidate this insurance or a **claim**.

Some of these obligations are expressed to be policy **Condition** or **Conditions Precedent**. These are extremely important. If **You** are in breach of any of these obligations at the time of a loss, **We** will have no obligation to indemnify **You** in relation to any **claim** for that loss. However if a policy **Condition** or **Conditions Precedent** is intended to reduce the risk of a loss of a particular kind, at a particular location or at a particular time, **We** will not rely on the breach of that policy **Condition** or **Conditions Precedent** to exclude, limit or discharge **Our** liability if the breach could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

Steps to be taken if You cannot comply

If **You** are unable to comply with any policy **Condition** or **Conditions Precedent** **You** should contact **Us** as soon as reasonably possible through **Your** insurer broker or adviser. **We** will decide whether **We** might be prepared to agree a variation in the policy. All policy **Condition** or **Conditions Precedent** remain effective unless **You** receive written confirmation of a variation from **Us** through **Your** insurer broker or adviser.

You should keep a written record (including copies of letters) of any information **You** give **Us**, or **Your** insurer broker or adviser, at inception, renewal or making variation to this policy.

Law applicable to the contract

The Insured and the Company are free to choose the law applicable to this policy This policy will be governed by the law of England and Wales unless you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, in which case (in the absence of agreement to the contrary) the law of Scotland will apply.

How We Use Personal Information

The privacy and security of **Your** information is important to **Us**. This notice explains who **We** are, the types of information **We** hold, how **We** use it, who **We** share it with and how long **We** keep it. It also informs **You** of certain rights **You** have regarding **Your** personal information under current data protection law. The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. **You** can find out more about the ICO by visiting <https://ico.org.uk>.

Who are We?

Everywhen (part of The Ardonagh Group of companies) is the Data Controller of the information **You** provide **Us** and is registered with the Information Commissioner's Office for the products and services **We** provide to **You**.

You can contact **Us** for general data protection queries by email to DataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 2 Minster Court, Mincing Lane, London EC3R 7PD. Please advise **Us** of as much detail as possible to comply with **Your** request.

For further information about The Ardonagh Group of companies please visit <http://www.ardonagh.com>.

What information do We collect?

To enable **Us** to provide **You** with the right product or service to meet **Your** needs (or to handle a **claim**) **We** will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **Your** enquiry or product and payment details (including bank account number and sort code).

We may need to request and collect sensitive personal information such as details of convictions or medical history for **Us** to provide **You** with the product or service or to process a **claim**.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek **Your** explicit consent to process this information as it is required by **Us** to provide the product or service **You** have requested and is legitimised by its criticality to the service provision. If **You** object to use of this information then **We** will be unable to offer **You** that product or service.

How do We use Your personal information?

We will use **Your** personal information to

- Assess and provide the products or services that **You** have requested
- Communicate with **You**
- Develop new products and services
- Undertake statistical analysis

We may also take the opportunity to

- Contact **You** about products that are closely related to those **You** already hold with **Us**
- Provide additional assistance or tips about these products or services
- Notify **You** of important functionality changes to **Our** websites

Only where **You** have provided **Us** with consent to do so, **We** may also from time to time use **Your** information to provide **You** with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time **We** will need to call **You** for a variety of reasons relating to **Your** products or service (for example, to update **You** on the progress of a **claim** or to discuss renewal of **Your** insurance contract). **We** are fully committed to Ofcom regulations and have strict processes to ensure **We** comply with them.

To ensure the confidentiality and security of the information **We** hold, **We** may need to request personal information and ask security questions to satisfy ourselves that **You** are who **You** say **You** are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and **We** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing **Your** personal information

We follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information that **You** provide to **Us**, including information provided via forms **You** may complete on **Our** websites, and information which **We** may collect from **Your** browsing (such as clicks and page views on **Our** websites).

Any new information **You** provide **Us** may be used to update an existing record **We** hold for **You**.

When do **We** share **Your** information?

To help **Us** prevent financial crime, **Your** details may be submitted to fraud prevention agencies and other organisations where **Your** records may be searched, including the **Claims** and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjustors) deliver some of **Our** products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or **claims** processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

We will only share **Your** information for any direct marketing of additional services and products within The Ardonagh Group of companies where **We** have **Your** consent to do so.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for **Us** or for one of **Our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested.

If **We** provide information to a third party **We** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with this Fair Processing Notice.

We may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share **Your** information with anyone **You** have authorised to deal with **Us** on **Your** behalf.

How long do **We** keep **Your** information for?

We will not keep **Your** personal information longer than is necessary for the purpose for which it was provided unless **We** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **We** provide. In certain cases, **We** will keep **Your** information for longer, particularly where a product includes liability insurances or types of insurance for which a **claim** could potentially be made by **You** or a third party at a future date, even after **Your** contract with **Us** has ended.

Your rights

Under data protection law **You** have the right to change or withdraw **Your** consent and to request details of any personal data that **We** hold about **You**.

Where **We** have no legitimate reason to continue to hold **Your** information, **You** have the right to be forgotten.

We may use automated decision making in processing **Your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision if **You** are unhappy with it.

If **You** wish to inform **Us** of changes in consent for marketing please contact **Us** at the address or telephone number indicated in any recent correspondence or emails **You** have received from **Us**.

Further details of **Your** rights can be obtained by visiting the ICO website at <https://ico.org.uk>.

If **Your** policy provides Employers Liability cover information relating to **Your** insurance policy will be provided to the Employers Liability Tracing Office (ELTO) and added to an electronic database (The "Database") in a format set out by the Employer's

Liability Insurance; Disclosures by Insurers Instrument 2010.

The Database assists individual **claimants** who have suffered an employment related injury or disease arising out of the course of their employment in the UK whilst working for employers carrying on, or carried on, business in the UK and as a result are covered by the employers' liability insurance of their employers (the "**Claimants**"):

- To identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- To identify the relevant employers' liability insurance policies.

The Database will be managed by the ELTO and further information can be found on the ELTO website www.elto.org.uk

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information **We** hold about them. Please contact **Us** at Everywhen, Kings Court, London Road, Stevenage, Hertfordshire SG1 2GA.

We can only discuss the details given with **You**. If **You** would like anyone else to act on **Your** behalf please let **Us** know. **Your** details will not be kept longer than is necessary.

Telephone calls may be recorded for **Our** mutual protection, training and monitoring purposes.

By applying for and/or entering into this insurance policy **You** will be deemed to consent to the use of **Your** data and **Your** insurance policy data in this way and for these purposes and that **Your** directors, officers, partners and Employees have consented to **Our** using their details in this way.

Claims History

Under the conditions of this Policy **You** must tell **Us** when **You** become aware of any incident that could give rise to a **claim** under this Policy, whether or not it is **Your** intention to **claim**.

When **You** tell **Us** about an incident or **claim** **We** may pass information relating to it to the **Claims** and Underwriting Exchange Register (CUE), run by Insurance Database Services Ltd (IDSL) or other relevant database.

We and other insurers may search The **Claims** and Underwriting Exchange (CUE) database or other relevant databases when **You** apply for insurance, in the event of any incident or **claim** or at time of renewal to validate **Your claims** history or that of any other person or property likely to be involved in the policy or **claim**. This helps to check information provided and prevent fraudulent **claims**.

Fraud Prevention

In order to prevent and detect fraud **We** may at any time:

- a) share information about **You** with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share **Your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

1. checking details on applications for credit and credit related to other facilities
2. managing credit and credit related accounts or facilities
3. recovering debt and tracing beneficiaries
4. checking details on proposals and **claims** for all types of insurance
5. checking details of job applicants and employees.

Please contact **Us** if **You** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Important Telephone Numbers and Information

Please use the following special telephone numbers:

All Claims (other than Legal Expenses)

01438 739 731

Claim Notification (Other than in respect of claims under Section B)

Everywhen

First Floor

Kings Court

Stevenage

SG1 2GA

Email: pro.liability@Everywhen.co.uk

Telephone: 01438 739 731

Quoting your policy number and the name of the policyholder shown in the policy schedule

Legal Expenses Legal Advice Line (24 hours) – see below

0333 234 2186

Legal Expenses **Claims**

0345 350 1099

24 Hour Stress Counselling Helpline

0345 074 2799

Professional Liability Insurance

This policy and the Certificate shall be read together and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it may appear.

Section A: Professional Liability Insurance Cover

1. Indemnity to the Insured

In consideration of payment of the premium the Company will indemnify the Insured in the terms of this policy against Civil Liability consequent upon any claim or claims first made in writing against the Insured during the Period of Insurance and notified to the Company during or within 30 days after the expiry of the same Period of Insurance specified in the Certificate and incurred in connection with the conduct of the Business carried on by the Insured from the Territorial Limits.

Provided that:

if during the Period of Insurance the Insured shall become aware of any event which may give rise to liability under this policy and shall during or within 30 days of expiry of the same Period of Insurance give notice thereof to the Company any claim which may subsequently be made against the Insured arising out of such event shall be deemed to have been made during that same Period of Insurance.

2. Limit of Indemnity

The Company will not be liable for any amount exceeding the Limit of Indemnity stated in the Certificate (other than Costs as specified below).

Provided that:

the liability of the Company for all damages payable as a result of any one occurrence act error or omission or series of occurrences acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one claim.

3. Costs

The Company will also pay Costs in addition to the Limit of Indemnity applicable as stated in the Certificate.

4. Prosecution Defence

The Company will pay the legal costs and expenses incurred with its written consent in defending the Insured against criminal proceedings or prosecution including an appeal against conviction resulting from a prosecution

- a) as a result of an alleged offence under the Health and Safety at Work etc Act 1974 or any similar safety legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man
- b) in respect of a breach of Part II of the Consumer Protection Act 1987 or of Part II of the Food Safety Act 1990
- c) that in the opinion of the Company may give rise to a valid claim under this policy (the opinion of the Company as to indemnity hereunder shall be final and the funding of all or part of any legal costs and expenses incurred with its written consent shall be at the absolute discretion of the Company).

Provided that:

- i) the proceedings or prosecution relate to an offence committed or alleged to have been committed in connection with the Business and notified in writing to the Company during the Period of Insurance or within 30 days after expiry of the same Period of Insurance.
- ii) the indemnity granted shall not provide for the payment of fines or penalties

- iii) the Company shall not indemnify the Insured against proceedings or prosecution
 - a) which arise out of any activity or risk excluded from this policy
 - b) which relate solely to the health safety or welfare of any Employee
- iv) the maximum amount payable during any one Period of Insurance shall not exceed £250,000.

5. Additional Persons Insured

The Company will indemnify in the terms of this policy

- a) in the event of death the personal representatives of the estate of any person entitled to indemnity under this policy
- b) at the request of the Insured any officer or committee member of the Insured's canteen clubs sports athletic social education ethics welfare fund-raising organisations and first aid medical re security and ambulance services in his respective capacity as such
- c) at the request of the Insured any person whilst acting in connection with the Business who
 - i) has been or may become a director officer trustee committee member or Employee of the Insured
 - ii) is providing voluntary services for or on behalf of the Insured but only in respect of liability for which the Insured would be entitled to indemnity under this policy if the claim for which indemnity is being sought had been made against the Insured
- d) any principal with whom the Insured has entered into a contract in connection with the Business but only to the extent required by the contract conditions against civil liability in respect of which the Insured would have been entitled to indemnity under this policy if the claim had been made against the Insured.

Provided that:

- a) any persons specified above shall as though they were the Insured be subject to the terms exceptions and conditions of this policy in so far as they can apply
- b) nothing in this extension shall increase the liability of the Company to pay any amount exceeding the Limit of Indemnity regardless of the number of persons claiming to be indemnified
- c) the Company shall retain the sole conduct and control of all claims.

6. Cross Liabilities

The Company will indemnify each Insured to whom this policy applies in the same manner and to the same extent as if a separate policy had been issued to each.

Provided that:

the total amount of indemnity payable to all parties arising under each policy or Certificate of Insurance issued shall not exceed the Limit of Indemnity plus Costs where payable in addition to the Limit of Indemnity.

7. Conflict of Interest

In the event of a conflict of interest between the Insured as named in the Certificate and any persons specified in paragraphs (a) (b) and (c) of Cover 5 Additional Persons Insured separate representation will be arranged for each party.

8. Motor Contingent Liability

Notwithstanding Exception 2c) the Company will indemnify the Insured within the terms of this policy against Civil Liability arising out of the use in connection with the Business of any motor vehicle not belonging to or provided by the Insured.

Provided that:

the indemnity will not apply to Civil Liability

- a) in respect of Damage to such vehicle or any property conveyed therein or thereon
- b) in respect of which the Insured is entitled to indemnity under any other insurance
- c) for any claim arising from the vehicle being
 - i) engaged in racing pace-making reliability trials or speed testing
 - ii) driven by the Insured
 - iii) used elsewhere than in Great Britain Northern Ireland the Isle of Man or the Channel Islands
- d) for any claim arising from the vehicle being driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or his representative does not hold a licence to drive a vehicle unless such person has held and is not disqualified from holding such a licence.

9. Movement of Obstructing Vehicles

Exception 2c) shall not apply to Civil Liability caused by or arising from any vehicle (not owned or hired by or lent to the Insured) being driven by the Insured or with the Insured's permission whilst such vehicle is being moved for the purpose of allowing free movement of any vehicles or pedestrians.

Provided that:

- a) movements are limited to vehicles parked on or obstructing the Insured's premises or any premises at which the Insured is working
- b) the vehicle causing obstruction will not be driven by any person unless such person is competent to drive the vehicle
- c) the vehicle causing obstruction is driven by use of the owner's ignition key.
- d) the Company shall not provide indemnity against liability
 - i) in respect of Damage to such vehicle
 - ii) in respect of which compulsory insurance or security is required under any legislation governing the use of the vehicle.

10. Overseas Personal Liability

The Company will within the terms of this policy indemnify

- a) the Insured
- b) at the request of the Insured
 - i) any director officer trustee committee member or Employee of the Insured
 - ii) any family member of the persons stated in (a) or (b(i) above who is accompanying such persons

In respect of Civil Liability incurred by such persons in a personal capacity while temporarily outside the Insured's normal country of residence in connection with the Business for no longer than 60 consecutive days.

Provided that:

the Company shall not provide an indemnity against liability arising

- a) solely by virtue of an express agreement

- b) in relation to b) (ii) above from the carrying on of any trade or profession
- c) out of the ownership or occupation of land or buildings
- d) from the ownership possession or use of any mechanically propelled vehicle aircraft watercraft or hovercraft.

11. Costs of Court Attendance

In the event of any of the under-mentioned persons attending court as a witness at the request of the Company in connection with a claim in respect of which the Insured is entitled to indemnity under this policy the Company will reimburse the Insured at the following rates per day for each day on which attendance is required

- a) the Insured or any director officer trustee or committee member of the Insured £750
- b) any Employee £500.

12. Data Protection

The Company will provide an indemnity to the Insured and if the Insured so requests any Employee or director or partner of the Insured against legal liability to pay damages and Claimant's costs and expenses for damage or distress as described in current Data Protection Legislation. Provided that the Insured is registered in accordance with the terms of the Act or has applied for such registration which has not been refused or withdrawn and has taken all reasonable care to comply with the requirements of the current Data Protection Regulation.

This Extension shall not apply in respect of

- a) the payments of fines or penalties
- b) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- c) liability arising from or caused by a deliberate or intentional act by or omission of any person eligible for indemnity by this Extension if the result thereof could reasonably have been expected by the Insured or any other person having regard to the nature and circumstances of such act or omission
- d) Claims which arise out of circumstances notified to previous insurers or known to the Insured at inception of this Extension
- e) legal liability where indemnity is provided by any other Insurance

The maximum amount we would any pay in any one period of insurance is £1,000,000

13. Breach of Claims Condition

The Company shall not avoid any claim on the grounds of a breach of Condition 2 of this Section but where the Insured has prejudiced the handling or settlement of any claim the amount payable by the Company in respect of such claim (including Costs) shall be reduced to such sum as in the Company's opinion would have been payable in the absence of such prejudice.

14. Release of Confidential Information

In the event that any court or tribunal within Great Britain Northern Ireland the Isle of Man or the Channel Islands shall require that information or notes of a confidential nature in connection with Professional Services be disclosed by either the Insured or a client of the Insured the Company will indemnify the Insured in respect of additional costs and expenses incurred in connection with the release of such information.

- a) to present to the court or tribunal arguments as to why such information or notes should not be disclosed or should be disclosed in a modified form

Section A: Professional Liability Insurance – Cover

Continued

- b) to prepare a report for the court or tribunal.

Provided that:

- a) the Company shall not indemnify the Insured in respect of costs or expenses
 - i) incurred prior to acceptance in writing by the Company
 - ii) that can be recovered under any other policy of insurance or from elsewhere
- b) the matter does not relate to a complaint or a claim made against the Insured
- c) the maximum amount payable during any one Period of Insurance is £10,000.

15. Loss of or Damage to Documents

Notwithstanding Exception 5 in the event of loss of or damage to Documents occurring in the conduct of the Business the Company will indemnify the Insured in respect of all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents up to a maximum of £50,000 during any one Period of Insurance.

Provided that:

- a) such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them
- b) where the Documents are in electronic format the Insured can demonstrate to the reasonable satisfaction of the Company that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents
- c) the Company shall not be liable for loss of or damage to Documents arising directly or indirectly from
 - i) the transmission or impact of any Virus
 - ii) unauthorised access to a System.

16. Mitigation of Losses

A. Fees Recovery

In the opinion of the Company should a client of the Insured have sufficient reason to bring a valid claim under this policy and as a consequence refuses to pay for all or part of the fees owing in respect of Professional Services provided and any other expenses incurred by the Insured the Company shall reimburse such amounts to the Insured.

Provided that:

- a) the opinion of the Company as to indemnity hereunder shall be final and the funding of all or part of any legal costs and expenses incurred with its written consent shall be at the absolute discretion of the Company
- b) the Company shall not indemnify the Insured in respect of costs incurred in respect of replacement repair removal or rectification
- c) the total amount of fees plus expenses will in the opinion of the Company be less than the cost of any potential counter claim against the Insured
- d) should a claim still arise it will be dealt with in accordance with the usual terms of this policy subject to repayment to the Company of any amounts recovered from the client

- e) once payment has been made the Insured will assign to the Company the rights in relation to the amounts owed to the Insured.

B. Public Relations Consultancy Costs

In addition the Company will indemnify the Insured in respect of any costs and fees reasonably incurred up to a maximum of £50,000 during any one Period of Insurance in respect of services provided by a public relations consultancy that in the opinion of the Company would prevent or minimise a valid claim under this policy (the opinion of the Company as to indemnity hereunder shall be final and the funding of all or part of any legal costs and expenses incurred with its written consent shall be at the absolute discretion of the Company).

Provided that:

such costs and fees shall be included in the Limit of Indemnity specified in the Certificate.

17. Corporate Manslaughter

Legal costs and expenses incurred by the insured and at the request of the insured any director or employee with the Company's written consent and prosecution costs awarded against the insured or director or employee arising in connection with a prosecution (including an investigation leading to an offence of and an appeal against any conviction resulting from a prosecution) as a result of an alleged offence occurring during the period of insurance under the Corporate Manslaughter and Corporate Homicide Act 2007 or similar legislation of Great Britain Northern Ireland the Channel Islands or the Isle of Man.

Provided that:

- a) The maximum amount payable shall not exceed £1,000,000 in all during any one period of insurance
- b) The company will not indemnify the insured in respect of
 - i) The fees of any solicitor or counsel appointed by or on behalf of any person entitled to indemnity unless consent to the appointment has been agreed by the company
 - ii) Fines or penalties or the cost of implementing any remedial order or publicity order
 - iii) An appeal unless advice has been obtained from a Queen's Counsel that such appeal has strong prospect of success
 - iv) An appeal against any fine penalty remedial order or publicity order
 - v) Costs incurred as a result of the failure to comply with any remedial order or publicity order.

Section A: Professional Liability Insurance - Definitions

1. Business

Shall mean the business stated in the Certificate including

- a) the ownership repair maintenance and decoration of the Insured's premises
- b) private work carried out by an Employee or member of the Insured (with the consent of the Insured) for the Insured any other Employee or member of the Insured
- c) Good Samaritan Acts
- d) any past business activities notified to and accepted by the Company.

2. Certificate

Shall mean the Certificate forming part of this policy.

3. Civil Liability

Shall mean all sums that the Insured shall become legally liable to pay as compensation.

4. Company / Us

Shall mean Markel International Insurance Company Ltd

5. Costs

Shall mean:

- a) all costs and expenses recoverable by any claimant from the Insured
- b) the costs of legal representation (other than Prosecution Defence) at
 - i) any coroner's inquest or fatal accident inquiry
 - ii) proceedings in any court arising out of any alleged breach of a statutory duty
- c) other costs and expenses incurred with the written consent of the Company in respect of a claim against the Insured or an event to which the indemnity under this policy applies.

6. Damage

Shall mean loss of or damage.

7. Documents

Shall mean all:

- a) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
- b) computer systems records the property of the Insured or for which the Insured is responsible.

8. Employee

Shall mean any person under a contract of service or apprenticeship with the Insured while working for the Insured in connection with the Business.

9. Good Samaritan Acts

Shall mean treatment administered at the scene of a medical emergency accident or disaster by the Insured who is present either by chance or in response to an SOS call following a disaster.

10. Injury

Shall mean bodily injury death illness disease mental injury mental anguish or nervous shock.

11. Insured / You

Shall mean the Insured as stated in the Certificate or any practice firm organisation or company to which the Insured has succeeded.

12. Pollution or Contamination

Shall mean:

- a) all pollution or contamination of buildings or structures or of water or land or the atmosphere and
- b) all Damage or Injury directly or indirectly caused by or arising from such pollution or contamination.

13. Professional Services

Shall mean:

- a) advice given or services performed (or the failure to offer or provide advice or services) or research undertaken
- b) Products sold or supplied by or on behalf of the Insured in the normal course of the Business described in the Certificate.

14. Property

Shall mean material property.

15. Proposal

Shall mean any information provided by the Insured in connection with this insurance and any declaration made in connection therewith.

16. System

Shall mean computers other computing and electronic equipment linked to computer hardware electronic data processing equipment microchips and anything which relies on a microchip for any part of its operation and includes for the avoidance of doubt any computer installation.

17. Territorial Limits

Shall mean:

- a) Great Britain Northern Ireland the Isle of Man or the Channel Islands
- b) elsewhere in the world where the Insured or any director officer trustee committee member or Employee of the Insured who is normally resident in a) above is on a temporary visit (a period not exceeding 60 consecutive calendar days inclusive of the day of departure from a) above to the day of return to a) above) for the purpose of the Business.

18. Terrorism

Shall mean an act or acts (whether threatened or actual) of any person or persons involving the causing or occasioning or threatening of harm of whatever nature and by whatever means made or claimed to be made in whole or in part for political religious ideological or similar purposes.

19. Virus

Shall mean programming code or series of instructions designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer Systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not.

Section A: Professional Liability Insurance - Exceptions

(The heading of each Exception is for ease of reference only and shall not be deemed to form part of the wording of the Exception itself).

The Company shall not indemnify the Insured against liability.

1. Injury to Employees

In respect of Injury to any Employee arising out of and in the course of their employment by the Insured.

2. Vehicles and Craft

Arising out of the ownership possession or use by or on behalf of the Insured of any:

- a) aircraft aero spatial device or hovercraft b) watercraft exceeding 8 metres in length
- c) mechanically propelled vehicle (including trailer attached thereto) if in respect of such liability compulsory insurance or security is required under any legislation governing the use of the vehicle. This exception shall not apply to liability arising out of the loading or unloading of such vehicle.

3. Warranty or Guarantee

Arising from an express warranty or guarantee of fitness for purpose or suitability of Professional Services.

4. Products, Costs of Recalling Goods or Remediating Defective Premises

For the costs and expenses or damages

- a) incurred by anyone in recalling any goods or things sold or supplied
- b) Incurred by anyone in remediating any defect or alleged defect in land buildings structures or premises disposed of
- c) incurred by anyone in repair, alteration, removal, recall or replacement of a Product or for the cost of its reduction in contract value.
- d) where You know that the Product will be used in any aircraft or aerial device.
- e) where You know the Product will be used in the petrochemical industry.
- f) where You know the Product is exported to Canada or the United States of America or any dependency or trust territory

5. Property owned or held in trust

For or arising from loss of or damage to any Property which at the time of the event giving rise to such claim is owned by or held in trust by or in the custody or control of the Insured other than

- a) Employees' directors' partners' or visitors' personal effects including vehicles and their contents
- b) premises and their contents not owned by or leased or rented to the Insured at which the Insured is undertaking work in connection with the Business
- c) premises and their fixtures and fittings leased or rented to the Insured unless such liability
 - i) has been accepted by agreement in which case the indemnity will only be provided to the extent that such liability would have attached in the absence of such agreement
 - ii) arises from an agreement to maintain in force insurance in respect of loss of or damage to such premises and their fixtures and fittings.

6. Fines or Penalties

In respect of liquidated damages fines or penalties.

7. Punitive Damages

In respect of punitive exemplary or aggravated damages or any additional damages resulting from the multiplication of compensatory damages.

8. Cancellation Costs

In respect of cancellation or abandonment costs or charges accepted solely by virtue of an express agreement which could reasonably have been prevented by the Insured.

9. Pollution or Contamination

Where your legal liability arises in any way from

- Pollution or Contamination, and/or
- the cost of removing, treating or cleaning up the Pollution or Contamination.

However, We will pay You if the Pollution or Contamination occurs anywhere other than the United States of America and/or Canada (including any dependency or trust territory) and provided:

- the Pollution or Contamination is caused by a sudden identifiable unintended and unexpected incident.
- the incident takes place in its entirety at a specific time and place during the period of insurance shown in the policy schedule.
- all Pollution or Contamination arising from the incident will be regarded as having taken place at the time of the incident.
- all Pollution or Contamination arising from the incident will be regarded as one incident irrespective of the number of periods of insurance over which the Pollution or Contamination occurs.

The most We will pay for damages arising out of all Pollution or Contamination regarded as having occurred during any one period of insurance shown in the policy schedule will not exceed the Limit of Indemnity.

Provided that:

- a) all claims for Pollution or Contamination arising out of such incident shall be deemed to have been made during the Period of Insurance in which the incident has first been notified to the Company
- b) the liability of the Company for all compensation payable in respect of all Pollution or Contamination made during any one Period of Insurance shall not exceed in the aggregate the amount stated in the Certificate to this policy as the Limit of Indemnity.

10. Employment Disputes

For any dispute between the Insured and any present or former Employee or any person who has been offered or refused employment with the Insured.

11. Controlling Interests

For any claim arising from or brought by a firm company or organisation in which the Insured or any director officer trustee or committee member of the Insured has a controlling interest unless such claim is brought by an independent third party source.

12. Deliberate Acts

Which arises as a result of a deliberate act or omission by the Insured but

this Exception shall not apply in circumstances where such act or omission is designed or intended by the Insured to be of assistance or benefit to any client or person as part of the Professional Services.

13. North American Court Actions

Arising from any action brought in any court of the United States of America or Canada or elsewhere in the world to enforce a judgement in such territories by way of reciprocal agreement or otherwise but this exclusion shall apply only if the Insured has a branch office or other establishment parent or subsidiary company or is represented by an agent holding the Insured's power of attorney in the United States of America or Canada.

14. Known Circumstances

Resulting from the consequence of any circumstance which may give rise to a claim

- a) notified under any policy which was in force prior to the inception of this policy
- b) known to the Insured at the inception of this policy.

15. Insolvency

Arising out of the insolvency or bankruptcy of the Insured.

16. Bad Debts

Resulting from monies owed by the Insured under an agreement for purchase rental lease or hire.

17. Radioactive Contamination

Of whatsoever nature directly or indirectly caused by or contributed to by or arising from

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

18. War

Which arises as a consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

19. Terrorism

Arising in respect of any consequence of Terrorism or any action taken in controlling preventing suppressing or in any way relating to Terrorism.

20. Brexit

To the extent of providing cover, payment of any claim or the provision of any benefit where the regulatory risk location is within the European Economic Area (EEA) excluding the United Kingdom

21 Patent

Arising from any claim alleging any infringement of patent.

Section A: Professional Liability Insurance - Conditions

1. Maximum Payments

The Company may at any time at its sole discretion pay to the Insured the Limit of Indemnity (less any sum or sums already paid in respect of or in lieu of interim settlement of a claim) or any lesser sum for which the claim or claims against the Insured can be settled and the Company shall not be under any further liability in respect of such claim or claims except for costs and expenses incurred prior to such payment Provided that in the event of one or more claims resulting in the liability of the Insured to pay a sum in excess of the Limit of Indemnity the Company's liability for costs and expenses shall not exceed an amount being in the same proportion as the Company's payment to the Insured bears to the total payment made by or on behalf of the Insured in settlement of the claim or claims.

2. Claims (Professional Liability)

- a) The Insured or his legal personal representatives shall give notice in writing to the Company as soon as possible of any event which may give rise to liability under this policy with full particulars of such event
- b) Every claim letter writ or process or other document served on the Insured shall be forwarded to the Company immediately on receipt
- c) Notice in writing shall also be given immediately to the Company of impending prosecution inquest or inquiry in connection with any such event
- d) No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company
- e) The Insured shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Insured and the Company a similar advocate or authority) shall advise that such proceedings could be contested with a reasonable prospect of success
- f) The Company may make any settlement of a claim it deems expedient If the Insured withholds consent to such settlement the Company's liability for all loss on account of such claim shall not exceed the amount for which the Company could have settled on the Insured's behalf such a claim plus costs charges and expenses incurred as of the date at which acceptance of such settlement was proposed in writing by the Company to the Insured.

3. Claims (Conduct and Control)

The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence (subject to the provisions of paragraph e) Section Condition 2 above) or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full conduct of such prosecution or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

4. Contribution

If at the time of any claim or event to which this policy applies there is or but for the existence of this policy there would be any other insurance covering the same liability the Company shall not be liable under this policy except in respect of the excess beyond the amount which would be payable under such other insurance had this policy not been effected.

5. Observance

The due observance and fulfilment of the terms exceptions conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the Insured and the truth of the statements and answers in the Proposal shall be conditions precedent to the liability of the Company to make any payment under this policy.

6. Cancellation

Provided there have been no claims or circumstances known or reported to the Company during the Period of Insurance shown in the policy schedule:

- i) The Insured can cancel the policy if less than 14 days of the policy have expired and the Company will refund the Insured's premium in full;
- ii) If more than 14 days of the policy have expired the Insured can cancel the policy and the Company will refund a return pro-rata premium

The policy may be cancelled by the Company at any time, if the Company chooses to do this the Company will give the Insured 30 days' notice in writing and the Company will refund a return pro-rata premium provided there have been no claims or circumstances known or reported to the Company during the Period of Insurance shown in the policy schedule. The Company will only do this for a valid reason (examples of valid reasons are as follows):

- If the Insured has not paid the premium
- A change in risk which means that the Company can no longer provide the Insured with this cover
- If the Insured does not supply any information or documentation that the Company has asked for
- Threatening or abusive behaviour or the use of threatening or abusive language

If this happens, cover under the Insured's policy will be automatically withdrawn and any liability incurred on or after the date of withdrawal will not be covered whether the Company previously agreed to them or not.

All cancellation requests should be made to Everywhen at the address shown in their correspondence.

7. Contracts (Rights of Third Parties) Act 1999

Having regard to the provisions of the Contracts (Rights of Third Parties) Act 1999 for the avoidance of doubt

- a) this policy is not intended to confer any enforceable rights upon any third party whether or not an interest of such third party is noted in the policy
- b) the parties hereto 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 noted on the policy
- c) in the event of proceedings by a third party against the Company for the enforcement of a term of this policy the Company shall have available to them by way of defence or set-off any matter which would have been available to them by way of defence or set-off if the proceedings had been brought by the Insured.

8. Fair Presentation of the Risk

We are keen to work in partnership with You and avoid any misunderstandings.

1. You must make a fair presentation of the risk to Us at inception, renewal and variation of the policy.

Should You be in any doubt as to whether information should be presented to Us, You must

- discuss it with Your insurance broker or adviser, or
- disclose it to Us.

2. We may, at Our absolute discretion, avoid the policy and refuse to pay any claims where any failure to make a fair presentation is:
 - a) deliberate or reckless; or
 - b) of such other nature that, if You had made a fair presentation,

We would not have issued the policy.

We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless.

3. If We would have issued the policy on different terms had You made a fair presentation, We will not avoid the policy (except where the failure is deliberate or reckless) but We may instead, at Our absolute discretion;
 - a) reduce proportionately the amount paid or payable on any claim, the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation; and/or
 - b) treat the policy as if it had included such additional terms (other than those requiring payment of premium) as We would have imposed had You made a fair presentation.

For the purposes of this condition references to:

- i) avoiding a policy means treating the policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the policy), the renewal date (where the failure occurs at renewal of the policy), or the variation date (where the failure occurs when the policy is varied),
- ii) refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires,
- iii) issuing a policy should be treated as the references to issuing the policy at inception, renewing or alteration of the Policy as the context requires,
- iv) premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

9. Alteration of Risk

You must notify Us prior to or immediately if, during the Period of Insurance if there is any alteration in Your ownership of the Business, or if there is any alteration to the detailed in the schedule or otherwise comprising the risk presentation made by You to Us at inception renewal or alteration of the policy, which materially increases the risk of loss or

Damage as insured by this Policy. This may include but is not limited to alterations:

- a) In or to the Business
- b) Due to the Business being wound up or carried on by a liquidation or receiver or permanently discontinued,
- c) Due to its disposal or removal,
- d) In respect of which Your interest ceases except by operation of law,
- e) In respect of the risk of subsidence, ground heave or landslip where any demolition, construction, ground works or excavation work is being carried out on any site adjoining the premises.

Should You be in any doubt as to whether information should be presented to Us, You must

- discuss it with Your insurance broker or adviser; or
- disclose it to Us.

Upon being notified of any such alteration, We may, at Our absolute discretion

- i) continue to provide cover under the appropriate Section on the same terms
- ii) restrict the cover provided by the Section
- iii) impose additional terms
- iv) alter the premium
- v) cancel the Section and, or the policy

If You fail to notify Us of any such alteration, We may, at Our absolute discretion;

- i) treat the appropriate Section and the policy as if it had come to an end as at the date of the alteration of the risk, returning a proportionate amount of the premium for the unexpired Period of Insurance, if We would have cancelled the Section and the policy had We known of the increase in risk
- ii) treat the Section and the policy as if it had contained such terms (other than relating to premium) or other restrictions (if any) from the date of the alteration in risk as We would have applied had We known of the increase in risk
- iii) reduce proportionately the amount paid or payable on any claim, the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had We known of the increase in risk.

10. Sanctions Condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of Your policy that We will not provide cover, or pay any claim or provide any benefit under Your policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us, or Our parent, subsidiary or any Market group member company, to any trade or economic sanctions, or violate any laws or regulations of the United Kingdom, the European Union, the United States of America or any other territory.

Section A: Professional Liability Insurance - Conditions

Continued

11. Fraud

If You or anyone acting on Your behalf:

- a) makes any false or fraudulent claim,
- b) makes any exaggerated claim,
- c) supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine),
- d) makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused,

We will:

- i) refuse to pay the whole of the claim; and
- ii) recover from You any sums that We have already paid in respect of the claim.

We will also notify You if We will be treating the policy as having terminated with effect from the date of the earliest of any acts set out in a) – d) above. In that event, You will:

- have no cover under the policy from the date of the termination; and
- not be entitled to any refund of premium.

Section A: Professional Liability Insurance

– Endorsements Applicable as stated in the Certificate

1. Complaints Advice and Response Extension

In the event of any complaint of misconduct against

- a) the Insured or
- b) any person whilst acting in connection with the Business who is or has been or may become a director officer trustee or committee member or Employee of the Insured or is providing voluntary services for or on behalf of the Insured.

In respect of Professional Services that may lead to disciplinary proceedings by a professional regulator the Company will indemnify the Insured or at the request of the Insured any other person as specified above against reasonable costs and expenses incurred in preparing a response to the professional regulatory body.

Provided that

- a) such complaint is first made in writing against the Insured or other person as specified above during the Period of Insurance and notified to the Company during or within thirty days after the expiry of the same Period of Insurance
- b) the Company shall not indemnify the Insured or other person as specified above in respect of costs or expenses
 - i) incurred without the written consent of the Company
 - ii) that can be recovered under any other policy of insurance or from elsewhere
- c) the maximum amount payable by the Company in respect of all costs and expenses arising from one complaint or all complaints attributable to the same misconduct shall not exceed the sum of £1,500.

Subject otherwise to the terms Exceptions and Conditions of this policy.

2. Disciplinary Proceedings Extension

In the event of any disciplinary proceedings by any professional regulator against

- a) the Insured or
- b) any person whilst acting in connection with the Business who is or has been or may become a director officer trustee or committee member or Employee of the Insured or is providing voluntary services for or on behalf of the Insured.

In respect of Professional Services provided by the Insured the Company will indemnify the Insured or at the request of the Insured any other person as specified above against reasonable legal costs and expenses incurred in the defence of such proceedings.

The Company will also pay for reasonable legal costs and expenses incurred in appealing against any judgement given.

Provided that

- a) the original notice of such disciplinary proceedings is made in writing to the Insured or other person as specified above during the Period of Insurance and notified to the Company during or within 30 days after the expiry of the same Period of Insurance
- b) the indemnity granted by this endorsement does not
 - i) provide for payment of fines penalties or compensation
 - ii) apply to costs or expenses incurred by the Insured or other person as specified above without the written consent of the Company

- iii) apply to costs or expenses recoverable under any legal expenses policy which the Insured or other person as specified above has arranged.

Subject otherwise to the terms Exceptions and Conditions of this Policy.

3a. Run-off Liability (Individuals) Extension

In the event that the Insured shall cease trading by reason of the death or retirement of the Insured or if the Insured shall take a career break the Company will provide indemnity under this policy for claims first made in writing against the Insured and notified to the Company during the 36 calendar months immediately following the last Period of Insurance as if the claims had been made against the Insured and notified to the Company during the last Period of Insurance.

Provided that

- a) such claims arise out of any Injury Damage act error or omission occurring or committed prior to the expiry of the last Period of Insurance to which this policy applies
- b) indemnity is not provided by any other insurance.

3b. Run-off Liability (Sole Trader - Limited Company) Extension

In the event that the Business shall cease trading by reason of the death or retirement of the director or if the director shall take a career break the Company will provide indemnity under this policy for claims first made in writing against the Insured and notified to the Company during the 36 calendar months immediately following the last Period of Insurance as if the claims had been made against the Insured and notified to the Company during the last Period of Insurance.

Provided that

- a) such claims arise out of any Injury Damage act error or omission occurring or committed prior to the expiry of the last Period of Insurance to which this policy applies
- b) indemnity is not provided by any other insurance.

3c. Run-off Liability (Limited Company) Extension

In the event that the Business shall cease trading the Company will continue to provide indemnity under this policy for claims made in writing against the Insured and notified to the Company following the last Period of Insurance as if the claims had been made against the Insured and notified to the Company during the last Period of Insurance.

Provided that

- a) the Company has agreed to continue to provide indemnity under this Endorsement
- b) the Insured has continued to pay an annual premium for each consecutive year in which cover as provided by this Endorsement is required
- c) such claims arise out of any Injury Damage act error or omission occurring or committed prior to the expiry of the last Period of Insurance to which this policy applies
- d) indemnity is not provided by any other insurance.

Section A: Professional Liability Insurance –Continued

Endorsements Applicable as stated in the Certificate

4. Sub-letting of Premises Extension

It is noted and agreed that the Business shown on the Certificate is extended to include the letting of room(s) at the Insured's usual business premises.

Cover provided by this policy is extended to include the liability of the Insured whilst acting in the capacity as lessor of their usual business premises.

Provided that

- a) indemnity is not already provided by any other insurance
- b) any liability attaching to any lessee or any person acting on behalf of such lessee in the use of such premises or in relation to any activities carried out is excluded.

Subject otherwise to the terms Exceptions and Conditions of this policy.

5. Training Extension

It is noted and agreed that the Business shown on the Certificate is extended to include the provision of training in the business activities shown.

6. Pregnancy Testing Extension

The Company will indemnify the Insured in respect of liability arising from the provision of pregnancy testing services by the Insured.

Provided that

- a) any person tested is advised to
 - i) obtain confirmation of the test result from a medical practitioner
 - ii) consult a medical practitioner in the event that any medical symptom or condition are mentioned during consultations with such person
- b) the Company shall not indemnify the Insured against liability
 - i) for causing or failure to cure or alleviate any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Associated Virus Type iii (HLTV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants or derivatives thereof in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any condition of a similar kind howsoever it be named
 - ii) caused by or arising from the personal professional negligence of any medical practitioner.

7. Needle or Syringe Exchange Extension

The Company will also indemnify the Insured in respect of liability arising from the provision by the Insured of needle or syringe exchange facilities.

Provided that:

The Company shall not indemnify the Insured against liability

- a) for causing or failure to cure or alleviate any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Associated Virus Type iii (HLTV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants or derivatives thereof in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any condition of a similar kind howsoever it be named
- b) caused by or arising from the personal professional negligence of any medical practitioner

- c) caused by or arising from medical diagnosis or prognosis or failure to medically diagnose other than in circumstances where the client is recommended by the therapist to consult a medical practitioner
- d) caused by or arising from the use of general anaesthetic
- e) caused by or arising from the giving of any injection or inoculation
- f) caused by or arising from the use of X-rays
- g) caused by or arising from the dispensing manufacture prescription supply or administration of ethical drugs
- h) caused by or arising from the dispensing manufacture mixing blending or formulation by the Insured of any products other than products administered or supplied by the Insured in the course of treatment or therapy.

8. Bloodstock – Limitation of Liability

The Company will indemnify the Insured in respect of treatment to Bloodstock Bloodstock shall mean horses which are

- a) entered or eligible for entry in the general stud book kept by Weatherby & Sons or
- b) entered in Priors HB Stud Book or
- c) registered with Weatherby & Sons for the purpose of racing under Jockey Club or National Hunt Racing rules or
- d) registered with a recognised turf authority which is the authority responsible for controlling horse racing in the country concerned.

Provided that the total amount payable by the Company in respect of all claims in connection with the treatment of Bloodstock shall not exceed £100,000 during any one Period of Insurance.

9. Medical Treatment Exclusion

The Company shall not indemnify the Insured against liability

- a) caused by or arising from medical diagnosis or prognosis or failure to medically diagnose other than in circumstances where the client is recommended by the therapist to consult a medical practitioner
- b) caused by or arising from the use of general anaesthetic
- c) caused by or arising from the giving of any injection or inoculation
- d) caused by or arising from the use of X-rays
- e) caused by or arising from the dispensing manufacture prescription supply or administration of ethical drugs
- f) caused by or arising from the dispensing manufacture mixing blending or formulation by the Insured of any products other than products administered or supplied by the Insured in the course of treatment or therapy.

10. Eczema Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from any treatment knowingly provided to eczema sufferers.

11. Electroencephalography Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from electroencephalography.

12. Product Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from

- a) banned or restricted herbal ingredients as defined by the Medicines and Healthcare products Regulatory Agency (MHRA)
- b) Cannabidiol (CBD) where not regulated as a novel food or a cosmetic within the United Kingdom
- c) any Product supplied other than in conjunction with the Professional Services.

13. Ionisation Equipment Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from the installation, maintenance or repair of ionisation equipment away from the Insured's own premises.

14. Treatment Failure Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from the failure of any treatment or therapy to achieve its desired effect.

15. HLTViii LAV & AIDS Exclusion

The Company shall not indemnify the Insured against liability for causing or failing to cure or alleviate any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Associated Virus Type iii (HLTV iii) or Lymphadenopathy Associated Virus (LAV) or the mutants or derivatives thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any condition of a similar kind howsoever it be named.

16. Surgical & Dental Treatment Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from the conduct of the Business during the course of a surgical operation or dental treatment or for the sole purpose of effecting a surgical operation or dental treatment.

17. Financial Advice Exclusion

The Company shall not indemnify the Insured against liability for any financial loss suffered by any party as a result of the giving of financial advice.

18. Equipment Misuse Exclusion

The Company shall not indemnify the Insured against liability caused by or arising from the misuse of equipment.

19. Beauty Therapy Activities Exclusion

The Company shall not indemnify the insured against liability for bodily injury caused by or arising from prescription, recommendation or administration of any treatment (other than first aid treatment) or therapy

- a) by or under the supervision of a physician or surgeon, dentist, physiotherapist or chiroprapist
- b) designed, intended or undertaken for medical purposes.
- c) unless undertaken by a person who holds a recognised qualification or certificate to practice.
- d) involving tinting, dyeing, bleaching, permanent waving of hair or any treatment of the scalp, if you do not follow the makers or vendor's instructions for making skin tests before every treatment or use
- e) involving transplants or replacement of hair or the treatment of any medical condition of the hair or scalp
- f) involving an electrically powered device designed to produce tanning of the human skin by the emission of ultra-violet radiation.
- g) involving teeth whitening
- h) involving
 - i. the electrolysis of red veins, warts, skin tags, moles, milia, birthmarks or skin blemishes
 - ii. micro pigmentation or tattooing
 - iii. acid or mechanical skin peeling
 - iv. body piercing (other than non-cartilaginous ear piercing)
 - v. injection into skin or vein.

20. Coronavirus Exclusion

In respect of all cover provided under this Policy and notwithstanding any other provision no cover is provided under this Policy for any claim loss liability cost or expense of whatever nature directly or indirectly arising out of contributed to by or resulting from coronavirus disease (COVID-19) severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any mutation or variation thereof

This exclusion also applies to any claim loss cost or expense of whatever nature directly or indirectly arising out of contributed to by or resulting from

- (i) any fear or threat (whether actual or perceived) of or
- (ii) any action taken in controlling preventing suppressing or in any way relating to any outbreak of

coronavirus disease (COVID-19) severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any mutation or variation thereof

Section B Legal Expenses Insurance

Welcome to the Legal Expenses Insurance Section of cover provided by Markel Legal Expenses Insurance.

This Section, the schedule and any endorsements all form your policy and set out the terms and conditions of the agreement between us.

We understand you may be very busy, but we strongly suggest that you read the whole of this Section. At the very least, please make sure you read:

- The remainder of the **Welcome** pages
- The **Important information** section
- The policy summary
- The policy schedule

How to contact us

To make a claim

If you need to make a claim under this Section or let us know about a situation that could lead to a claim, you should contact us as soon as possible providing your policy number and brief details of the circumstances using the telephone number shown on your policy schedule or by writing to/emailing us using the details below:

The Claims Department
Markel Legal Expenses Insurance
Interchange
81-85 Station Road
Croydon
CR0 2AJ

LEIclaimsuk@markel.com

If you write to or email us a claim form will be sent to you for completion and this must be returned without delay.

To make a complaint

If you are not satisfied with any part of our service then you should contact us using the details in **Important Information - About the Insurance** and we will do our best to resolve the problem.

For general queries

If you need any help to fully understand what is covered under this Section of the policy please contact your insurance broker

For advice or health and wellbeing support

Your policy provides access to a 24/7 year round telephone advice line. This service provides advice on general legal matters on the law which applies in the UK.

You can also get advice on tax and health and safety matters in the UK by calling the same number 9-5 Monday to Friday (excluding public holidays).

In addition, your policy comes with access to a 24/7 year round health & wellbeing support line that gives emotional and practical in the moment support on personal matters to enhance your employee's health and wellbeing.

The telephone number to call is shown in your policy schedule and you will need your policy number to access the advice.

For legal resources, news and documents

To complement the legal advice line you have access to the Markel Business Hub, an online resource of expert legal and business guides, templates and content, provided by Markel Law LLP. This covers everyday legal issues around employment, health and safety, trading and contracts, cyber and data, debt and insolvency and business law resources.

To access, visit businesshub.uk.markel.com and log in using your token code which can be found in your policy schedule.

Special or unusual conditions and terms

This Section of the policy comes with some important conditions and terms that you need to be aware of:

Prospects of success

We will make our decision on whether to cover your claim based on a legal opinion from your representative (and any professional advice we regard necessary) on whether your claim has at least a 51% chance of:

- Successfully pursuing your case and securing a legal and/or financial remedy
- Not being found liable in a civil (not criminal) case against you
- In respect of Fitness to Practise Defence - Pre-hearing Response (Interim Orders Committee only) you not being suspended from the register by the regulator
- In respect of Fitness to Practise Defence - Fitness to Practise Hearing Defence you not being removed from the register by the regulator
- In respect of Fitness to Practise Defence – Review Hearings you securing a significant reduction in any sanction placed upon your registration with the regulator
- Being found not guilty in the defence of a criminal prosecution
- Securing a significant reduction of your punishment or fine in a criminal prosecution
- Successfully appealing the decision of the relevant authority
- You not being suspended and of you retaining your registration or accreditation

If there is 50% or less chance of the above we will not provide cover.

Liquidation

If you are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement of any kind or if any application is made to the Court or a meeting held for these purposes, this policy will automatically terminate. If this happens, cover for costs and compensation will be automatically withdrawn and costs incurred or compensation awarded after the date of withdrawal will not be covered.

Defined terms

Some of the words we use in this Section have a specific meaning and we have highlighted these to you by showing them in **Bold** print. Please see the **Defined terms** section on the next page to see what these words mean.

Defined Terms

Any One Claim

All **Claims** connected by the same:

- original cause, event, circumstance or related in time or
 - legal proceedings, tax enquiry or parties in dispute
- even if **You** are claiming under more than one **Sub-Section** of this Section of this **Policy**.

Claim

An insurance claim under this Section of the **Policy**

Costs/Compensation

Own costs

The legal or professional costs (including any disbursements such as Counsel's or expert's fees) reasonably charged to **You** by **Your Representative**

Other party costs

In civil proceedings, the legal costs incurred by the party **You** are in dispute with that a Court or Tribunal orders **You** to pay or that **You**, with **Our** prior written agreement, agree to pay under the terms of a settlement. This does not include any costs **You** are responsible for paying under the terms of a contract.

Data protection compensation

You have been ordered to pay under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)

Cyber Act

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**.

Cyber Incident

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

Employee

Any person under a contract of service with **You**

Excess

The initial amount of **Costs/Compensation** as shown in the **Policy** schedule that **You** must pay in a **Claim** before **We** will make any payment under this **Policy** if **You**:

- Use **Our** choice of **Representative**
- Exercise **Your** freedom to choose **Your Representative** as described under **Claims condition: Instruction and choice of Your Representative, Counsel and Experts**

Fitness to Practise

The skill, knowledge and character required to carry out **Your** profession safely and effectively as determined by the **Regulator**

Period of Insurance

The period of time during which insurance is provided by this **Policy** as shown in the **Policy** schedule

Policy

This insurance policy including the schedule and any endorsements that apply

Property

Land (including walls) or buildings owned or occupied by **You** or for which **You** are legally responsible

Reasonable Prospects of Success

We will make **Our** decision on whether to cover **Your Claim** based on a legal opinion from **Your Representative** (and any professional advice **We** regard necessary) on whether **Your Claim** has at least a 51% chance of:

- Successfully pursuing **Your** case and securing a legal and/or financial remedy
- Not being found liable in a civil (not criminal) case against **You**
- In respect of **Fitness to Practise - Pre-Hearing Response (Interim Orders Committee only)** **You** not being suspended from the register by the **Regulator**
- In respect of **Fitness to Practise - Fitness to Practise Hearing Defence** **You** not being removed from the register by the **Regulator**
- In respect of Fitness to Practise – Review Hearings **You** securing a significant reduction in any sanction placed upon **Your** registration with the Regulator
- Being found not guilty in the defence of a criminal prosecution
- Securing a significant reduction of **Your** punishment or fine in a criminal prosecution
- Successfully appealing the decision of the relevant authority
- **You** not being suspended and of **You** retaining **Your** registration or accreditation

If there is 50% or less chance of the above **We** will not provide cover.

Regulator

A regulatory body and/or organisation that have the jurisdiction to undertake a disciplinary or conduct enquiry

Representative

A solicitor, barrister, accountant or other appropriately qualified person appointed to act for **You** and who agrees to comply with the terms of this Section of this **Policy**. The chosen representative may not be a person employed by **You**.

Retroactive Date

The latest of following dates specified in **Your Policy** schedule:

- the start date of **Your** initial **Policy** with **Us** providing the **Sub-section of cover** **You** are claiming under (provided that there has been no break in cover)

Claims arising from any incidents prior to this date will not be covered

Territorial Limits

The regions as stated in the **Policy** schedule which will have the following meanings:

- UK: The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

We/Our/Us

Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ.

Claims will be handled by Markel Protection Limited which is a separate legal entity to Markel International Insurance Company Limited.

Section B Legal Expenses Insurance - Continued

The insurer is liable only for the proportion of liability it has underwritten. The insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is the insurer otherwise responsible for any liability of any other insurer that may underwrite this contract

You/Your

- The business(es) or individual(s) declared to **Us** and named in the **Policy** schedule
- Under **Sub-sections of cover: Criminal Defence, Employee's Extra Protection and Licence Appeals** you may request, your **Employee**, or a director or a partner of your business to be covered by your **Policy** provided that under **Criminal Defence** the same **Representative** acts for all

This is the agreement between **You** and **Us**

Things We will do

We will provide the cover as written in this Section for:

- Disputes under the **Sub-sections of cover** shown as insured in **Your Policy** schedule and
- **Costs/Compensation** subject to the **Excesses** and the limits shown in **Your Policy** schedule and
- **Claims** or notifiable circumstances notified to **Us** during **Your Period of Insurance** which are in connection with **Your** business description as stated in **Your Policy** schedule and
- Disputes, legal proceedings or HMRC investigations that are or would be within the **Territorial Limits** as stated in **Your Policy** schedule

Things You must do

You must comply with the following conditions which are summarised below and some of which are more fully explained in the remainder of this Section. If **You** fail to do so, **We** may not pay **Your Claim**, or any payment could be reduced.

You must:

- Pay the premium for **Your Policy**
- Provide **Us** with a truthful account of **Your** circumstances and any extra information **We** ask for, to underwrite **Your Policy** and assess **Your Claim**
- Tell **Us** as soon as possible if there is a change in **Your** circumstances such as:
 - Any change of ownership of **Your** business
 - If **Your** business is involved in a merger or the acquisition of another business
 - Any change in **Your** business description
- Take all reasonable steps to avoid and prevent tax investigations, legal proceedings and disputes
- Minimise the cost and effect of any **Claim** by taking all reasonable steps to avoid unnecessary expense
- Follow the **Claims Conditions** of this Section

If **You** do not meet **Your** part of the agreement **We** may:

- Not cover all or part of **Your Claim** and **We** may recover any payments already made
- Increase **Your** premium or change the terms of **Your Policy**
- Cancel **Your Policy** and treat it as though it did not exist to begin with

Sub-sections of cover

1 Fitness to Practise Defence

What is covered?

We will cover **Costs You** incur:

Interim Order Hearings

In providing a response to allegations or complaints made to the **Regulator** against **You** concerning **Your Fitness to Practise** when invited to do so by the **Regulator**, including representation at the **Regulator's** Interim Orders Committee hearing

Pre-hearing Response

In providing a response to formal allegations made by the **Regulator** against **You** concerning **Your Fitness to Practise** that will determine whether the matter is referred to the **Regulator's** fitness to practise committee

Fitness to Practise Hearing Defence

At the **Regulator's Fitness to Practise** Committee hearing provided that:

- We have assisted **You** in drafting and submitting any response to the **Regulator's** Investigating Panel as outlined in **Sub-section of cover: Pre-hearing Response**
- The **Regulator's** Investigating Panel has decided there is a case to answer

Review Hearings

At a Review Hearing provided that the initial **Fitness to Practise** Hearing to which the Review Hearing relates was covered by **Us** under **Sub-section of cover: Fitness to practise hearing defence** and **We** did not withdraw cover.

What is not covered?

We will not cover **Claims** where:

- **Sub-section of cover: Interim order hearings**
There are more than two hearings regarding the subject matter of **Any One Claim**
- **Review Hearings**
There are more than 2 review hearings regarding the subject matter of **Any One Claim**
- **All of Fitness to Practise Defence**
The **Claim** relates to an incident that occurred prior to the **Retro-active Date**

2 Criminal Defence

What is covered?

We will pay **Costs** for **Your**:

Interview under Caution

Representation (including written submissions) at an interview under caution by the Police or a prosecuting authority

Prosecution Defence

Defence of a criminal prosecution once **You** receive a summons accusing **You** of a criminal offence

What is not covered?

We will not cover **Claims**:

Interview under Caution

Where **You** are required by the Police to immediately attend an interview under caution at a Police Station

Prosecution Defence

1. Where **You** are alleged to have committed:
 - a. a motoring offence
 - b. an assault or sexual offence (unless a not guilty plea is maintained throughout)
 - c. fraud, dishonesty or criminal damage
2. Where there are criminal proceedings arising from or related to tax or if an application is made under the Proceeds of Crime Act
3. For **Your Employee**, director or a partner of **Your** business if **You** are charged under the Corporate Manslaughter or Corporate Homicide Act 2007
4. Where there is an allegation **You** are responsible for damage or loss caused by seepage, pollution or contamination of any kind

What You need to know about Criminal Defence

We won't pay any costs or fines that **You** are ordered to pay by a criminal Court

3 Coroner's Inquest Representation

What is covered?

We will cover **Costs You** incur at an inquest into the death of a third party provided that

1. **You** were responsible for the medical care of the deceased subject to the inquest and
2. Where failure to take part in the inquest could result a **Fitness to Practise** Investigation against **You** by the **Regulator** or a criminal prosecution

What is not covered

We will not cover **Claims** where **You** have not yet been identified as an interested party

4 Property and Landlord and Tenant Disputes

What is covered?

We will pay **Costs** to obtain damages or other legal remedy for:

Property Disputes

1. Trespass on **Your Property**
2. Public or private Nuisance from another affecting **Your Property**
3. The defence of another's claimed right of way over **Your Property**
4. **Your** use of a right **You** have over another's property as recorded in the title documents of **Your Property**
5. Pursuing another for physical damage to **Your Property** not recoverable under another insurance policy

Disputes with Your Landlord

1. **Your** landlord's failure to maintain or repair **Your Property** as required by the written terms of **Your** lease or tenancy
2. An allegation by **Your** landlord that **You** failed to maintain or repair the **Property** as required by the written terms of **Your** lease or tenancy
3. The defence of a demand for dilapidations at the expiry of **Your** lease or tenancy
4. The defence of an attempt by **Your** landlord to end **Your** lease or tenancy early and remove **You** from **Your Property**

Section B Legal Expenses Insurance - Continued

Disputes with Your Tenant

1. **Your** tenant's failure to maintain or repair **Your Property** as required by the written terms of **Your** lease or tenancy
2. An allegation by **Your** tenant that **You** failed to maintain or repair **Property** as required by the written terms of **Your** lease or tenancy
3. Pursuing **Your** tenant for disputed dilapidations at the expiry of **Your** lease or tenancy

Eviction

The eviction of **Your** tenant or **Your Employee** or ex-**Employee** following the expiry of the tenancy or licence **You** have granted for the use of the **Property**

What is not covered?

We will not cover **Claims** where:

Property Disputes

1. There is a dispute over a contract (other than title documents)
2. The other party's argument is that they own some or all of **Your Property**
3. There is a dispute over rights to or over another's property which is alleged to have arisen through **Your** use or occupation over a length of time

Disputes with Your Landlord

There is a dispute arising out of **Your** failure or alleged failure to pay any money to **Your** landlord, unless payment was withheld due to **Your** landlord's failure to maintain or repair **Your Property**

Disputes with Your Tenant

There are dilapidations unless **You** have served a notice of dilapidations on **Your** tenant and **You** have an independent expert valuation of the dilapidations which must be obtained at **Your** own expense

Eviction

You have not issued enforceable statutory or contractual notices which require tenant or licensee to leave the **Property**

All of Property and Landlord and Tenant Disputes

1. There is damage to, or loss, or destruction of **Property** which is covered by any other insurance policy **You** hold or are required to hold
2. There is a dispute over a contract unless it is a tenancy, licence or leasehold agreement
3. **You** will not suffer a financial loss or the value of **Your Property** would not be reduced
4. **You** have not made a claim under **Your** buildings or contents policy and if relevant, under a business interruption or equivalent policy following damage or nuisance affecting **Your Property**
5. There is a dispute in connection with planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority
6. There is a dispute in connection with the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of property
7. **You** have failed to fully maintain suitable buildings and if needed contents insurance

8. There is an allegation **You** are responsible for damage or loss caused by seepage, pollution or contamination of any kind

5 Tax Protection

What is covered?

We will pay **Costs** in representing **You** before HM Revenue & Customs (HMRC):

Request for Information

Following a written request by HMRC under Schedule 36 Finance Act 2008 to inspect **Your** business records, assets or premises

Aspect Enquiry

When HMRC issues a formal notice to **You**, **Your** director or to **Your** business partner to carry out an aspect enquiry into a part(s) of **Your** income or corporation tax Self Assessment return

Full Enquiry

When HMRC issues a formal notice to **You**, **Your** director or to **Your** business partner to examine all of **Your** financial records income or corporation tax

National Insurance and PAYE Disputes

When HMRC expresses dissatisfaction with **Your** p11ds, or p9ds, or PAYE, or NIC affairs

VAT Disputes

Over alleged failure to pay VAT following a VAT compliance check

What is not covered?

We will not cover **Claims** where:

All of Tax Protection

1. There is not a reasonable prospect of reducing the liabilities alleged by HMRC
2. Tax returns are more than 90 days late, or where **You** have not notified chargeability to tax within the time limits or for tax returns where wholly provisional figures are used
3. There is an allegation of fraud or an investigation by HMRC's Fraud Investigation Service, Counter Avoidance Office or the defence of a criminal prosecution
4. There is a dispute or enquiry relating to the National Minimum Wage or Living Wage
5. There is an allegation of tax avoidance

What You need to know about Tax Protection

We won't pay any costs associated with 'nudge letters' from HMRC

6 Regulatory Compliance

What is covered?

We will pay

Enforcement Notices

Appeal against an improvement or prohibition notice issued by the Health and Safety Executive or the Food Standards Agency

Licence Appeals

Costs to appeal against a decision taken by the relevant authority to

suspend, revoke, alter or not renew an existing statutory licence **You** need to carry out **Your** business activity as stated in **Your Policy** schedule

Data Protection Defence

Costs for **Your** defence under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)

Data Protection Compensation

For **Your** liability for **Compensation** as a result of holding, losing or unauthorised disclosure of data provided that at the time of a **Claim** under this **Sub-section You** have an accepted **Claim** under **Sub-section: Data Protection Defence** of this **Policy**

What is not covered?

We will not cover **Claims**:

Licence Appeals

1. For appeals arising from or connected to a change in the law or regulation
2. For the costs of complying with a notice or order
3. Involving driving or property licences
4. Where **You** have failed to comply with recommendations or warnings from **Your** regulator

Data Protection Compensation

Where the party **You** are in dispute with has not suffered a specific financial loss

7 Court Attendance Costs

What is covered?

We agree to pay:

Jury Service

The amount of wages or salary **You** pay **Your Employee** per day (including a director or partner in **Your** business) each day they attend jury service at a Court, less any recovery from the Court

Witness Attendance Allowance

The cost of **Your Employees** or ex-**Employees** attending Court as witnesses on **Your** behalf at the request of **Your Representative** provided that at the time of a **Claim** under this **Sub-section You** have an accepted **Claim** for this Court appearance under this Section of this **Policy**

What is not covered?

We will not cover **Claims** for:

Witness Attendance Allowance

1. Expert witnesses
2. Salaries or wages
3. Costs which could be claimed from a prosecuting authority

8 Employee Extra Protection

What is covered?

We agree to pay **Costs**:

Pension Trustee Defence

To defend directors and/or partners in **Your** business in civil proceedings caused by their alleged conduct as a trustee of a pension fund set up for the benefit of **Your Employees**

Wrongful Arrest

To defend civil legal proceedings against **Your Employee** including directors and/or partners in **Your** business in respect of allegations of detaining somebody against their will

Personal Injury

For **Your Employee** including directors and/or partners in **Your** business to pursue a claim for damages for physical bodily injury suffered carrying out **Your** business activity (as stated in **Your Policy** schedule) which was caused by an actual or alleged act or omission of another party

Discrimination defence

To defend **Your Employee** including directors and/or partners in **Your** business against an allegation of discrimination arising from **Your Employee's** conduct in carrying out **Your** business activity as stated in **Your Policy** schedule

What is not covered?

We will not cover **Claims**:

Wrongful Arrest

Where the allegations were made by a worker or ex-worker of **Yours**

Personal Injury

1. Where the legal case is or may be against **You**
2. Where the injuries were suffered on **Your Property**

Discrimination defence

For disputes with:

1. **Employees**
2. Interviewees/applicants to become an **Employee**
Ex-**Employees**

What is not covered by this Section?

We will not cover **You** for:

1. The defence of legal proceedings concerning:
 - a. death, or disease, or injury including psychiatric injury or stress (other than under **Criminal defence**)
 - b. damage to or loss or destruction of property (other than under **Property and landlord and tenant disputes**)
 - c. an alleged breach of professional duty
2. **Costs/Compensation** incurred without or in excess of **Our** written consent
3. Any **Claim** relating to or arising from any cause, event or circumstance occurring before or existing at the start of Section of this **Policy** and which has or which **You** knew or should reasonably have known may give rise to a dispute, legal proceedings or HMRC investigation or a **Claim**
4. Any type of fine or other financial penalty imposed by a Court, Tribunal or regulatory or supervisory body or taxes, duties, interest or penalties imposed by HMRC
5. Any dispute or legal proceedings in respect of which **You** are, or but for the existence of this Section of this **Policy** would be, entitled to indemnity under a legal aid certificate or representa-

Section B Legal Expenses Insurance - Continued

- tion order
6. Disputes or legal proceedings between any parties specified as **You** in the **Policy** schedule or with any parent, subsidiary or associated company or partner
 7. Any dispute **You** have with **Your Representative**, any party involved in the arrangement of this **Policy** or, with **Us**, or any Market group company.
 8. Other than as specified in **Fitness to Practise Defence**, any **Costs/Compensation** incurred in a dispute or legal proceedings concerning, arising out of or in connection with:
 - a. breach of confidentiality
 - b. passing off
 - c. defamation or malicious falsehood
 - d. the ownership or existence of any intellectual property rights
 - e. a Judicial Review
 9. Any **Costs/Compensation** incurred in a dispute or legal proceedings concerning, arising out of or in connection with **Your**:
 - a. intentional wrongdoing
 - b. act or omission with negligent disregard as to its consequences
 10. Any **Costs/Compensation** which **You** should or would have had to incur irrespective of any dispute
 11. Any benefit under this insurance 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
 12. The VAT element of **Your Claim** if **You** are registered for VAT
 13. Any **Claim** caused by, happening through or in consequence of terrorism, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
 14. Any **Claim** caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination
 15. Any legal costs or expenses for, or incurred as a direct result of, a **Cyber Act** or **Cyber Incident** (other than under Data protection and Data protection compensation). However, **costs/compensation** incurred indirectly from or arising out of a **Cyber Act** or **Cyber Incident** are payable but only to the extent that coverage is provided for by the Sections of cover and subject to all of the terms, conditions, warranties and exclusions of this **Policy**.

Claims Conditions

There are conditions contained below which must be complied with or met for **Us** to provide cover under this Section of this **Policy**.

How and when to make a Claim

Contact details for The Claims Department can be found in the **Welcome page** of this Section of the **Policy**

We will only cover **Claims** that **You** tell **Us** about during **Your Period of Insurance**.

You must tell **Us** as soon as possible when **You** become aware of any cause, event or circumstance which does or may involve **You** and which has given, or may give rise to a **Claim**, dispute, legal proceedings or tax investigation.

Where **We** have accepted notification as described above, **We** will

treat any later **Claim** regarding that notified cause, event or circumstance as though the **Claim** had been notified during the **Period of Insurance**.

We will send **You** an insurance claim form that must be completed and returned as soon as possible.

When We will agree to cover Your Claim

Consent

We will only cover **Claims** where **You** have obtained **Our** consent in writing before incurring any **Costs**. **We** will give **Our** consent for **You** to incur **Costs/Compensation** provided that **You** can satisfy **Us** throughout **Your Claim** that:

It is reasonable and proportionate (in relation to **Your Claim**) to incur **Costs/Compensation**

- there are **Reasonable Prospects of Success**, other than **Sub-sections of cover**:
 - **Fitness to Practise Defence: Pre-hearing Response**
 - **Criminal Defence - Interview under Caution**
 - **Coroner's Inquest Representation**
 - **Court Attendance Costs**

If during the course of **Your Claim** **You** can no longer satisfy **Us** of the above, cover under this **Policy** for **Costs/Compensation** will be withdrawn and no **Costs/Compensation** on or after the date of withdrawal will be covered, whether **We** previously agreed to them or not.

We will make **Our** decision on whether to cover **Your Claim** based on:

- A fully completed insurance claim form
- The information and documentation **We** reasonably request
- A legal opinion from **Your Representative** on whether **Your Claim** has **Reasonable Prospects of Success** and any professional advice **We** regard necessary

If **Your Claim** is accepted by **Us**, it does not always mean that all **Costs/Compensation** will be paid, for example **We** will not pay for things that are not directly relevant to **Your Claim**. **We** may also limit any cover **We** provide by time, amount or to a specific stage of legal proceedings in order to allow **Us** to review **Our** continued acceptance of **Your Claim**.

If after accepting **Your Claim**, it is shown that **Your Claim** has not been brought within the terms and conditions of the **Policy**, no further cover will be provided and **We** will recover from **You** any **Costs/Compensation** **We** have paid.

Counsel's Opinion

At **Our** discretion **We** may also require **You** to obtain a legal opinion from Counsel at **Your** expense to satisfy **Us** that there are **Reasonable Prospects of Success** and it is reasonable and proportionate (in relation to **Your Claim**) to incur **Costs/Compensation**

If based on Counsel's opinion **We** are satisfied in respect of the above the reasonable costs of obtaining that opinion will be paid by **Us** sub-

ject to the **Excess** and the limits shown in **Your Policy** schedule.

Claims rejected due to a lack of Reasonable Prospects of Success

If **We** rejected **Your Claim** solely due to a lack of **Reasonable Prospects of Success**, **We** will pay **Costs/Compensation** that are reasonable and proportionate to the legal and/or financial remedy achieved, subject to the terms and conditions of this **Policy** if:

- **You** proceeded with the legal action which formed **Your Claim** to its conclusion with a Court, Tribunal or equivalent having issued a judgment (excluding any settlement, mediation, alternative dispute resolution or equivalent resolution process) and were successful
- **You** were defending, the judgment found **You** were not at fault
- **You** were pursuing, the judgment awarded **You** the remedy **You** were seeking at the time **We** rejected **Your Claim**
- **You** tell **Us** about it as soon as possible

Settlements

You must inform **Us** as soon as an offer of settlement is received and **You** must obtain **Our** consent before **You** make or respond to any offer of settlement.

In any settlement **You** must:

- Take into account the prospects of the case and likely future **Costs/Compensation**
- Try to recover as much **Costs/Compensation** as possible

If **You** unreasonably reject an offer of settlement which **We** recommend acceptance of or make an offer which **We** do not agree with, no further cover will be provided and **We** may seek to recover from **You** **Costs/Compensation** **We** have paid.

At **Our** discretion, instead of covering **You** for **Costs/Compensation**, **We** can choose to pay:

- The damages **You** are likely to be awarded by a Court or Tribunal or
- The amount of money being claimed against **You** or the amount of money the other party will settle for, whichever is the lesser

If **We** choose to do this, then **Your Claim** will end and no further payments of **Costs/Compensation** will be made.

During a **Claim** under **Sub-sections of Cover - Data Protection Defence and Data Protection Compensation** of this Section of the **Policy**, **We** can require **You** to offer to pay an amount of money to the person **You** are in dispute with, if **We** have agreed to cover that amount as **Costs/Compensation**

Co-operation

You must co-operate with **Us** and **Your Representative** at all times during the course of **Your Claim** this includes:

- Allowing **Us** and **Your Representative** to communicate directly with each other about **Your** case
- Providing a full and truthful account of **Your** case and with all necessary documentation or evidence
- Attending any meetings as required
- Instructing **Your Representative** to provide **Us** with information, documentation or evidence **We** require (even if privileged)

and regular updates including when anything negatively affects the factors **We** took into account in accepting **Your Claim**.

Recovery of costs

If the outcome of **Your** case is that another party is found responsible for reimbursing **You** for some or all of **Your Costs/Compensation** **You** and **Your Representative** must make every effort to fully recover those **Costs/Compensation** which **You** must pay to **Us**.

If the legal case was settled and the terms of the settlement do not specify the split between damages and costs then a fair and reasonable proportion of that settlement will be treated as **Costs/Compensation** and paid to **Us**.

If costs are recovered from the other party then that money will be repaid to **Us** first until all **Costs/Compensation** have been repaid.

Payment of costs and compensation

A copy of all invoices for **Costs/Compensation** **You** receive from **Your Representative** should be forwarded to **Us** within 30 days of the date the invoice was issued. If **We** require, **You** must ask **Your Representative** to send the costs for assessment by a Court or Tribunal or to a costs lawyer of **Our** choice.

You are responsible for the payment of all **Costs/Compensation** **We** will reimburse **You** for the **Costs/Compensation** subject to the **Excesses** and the limits shown in **Your Policy** schedule. **We** may settle these **Costs/Compensation** directly if **We** choose to do so.

Appeals

If **You** wish to appeal against the judgment or decision of a Court or Tribunal or if there is an appeal against a judgment that is in **Your** favour, **We** will consider providing further cover if:

- **We** covered the initial legal proceedings that are being appealed as a **Claim** and cover was not withdrawn
- The grounds for the appeal were submitted to **Us** as soon as possible and before any deadline set by the Court or Tribunal

If **We** require, **You** must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

Instruction and Choice of Your Representative, Counsel and Experts

In all cases **Your Representative** will be appointed in **Your** name and on **Your** behalf.

Freedom to Choose Your Representative

You will have freedom to choose **Your Representative** if:

- there is a legal conflict of interest between **You** and **Us** and
- at the point of legal proceedings or an inquiry subject to **Us** approving **Your** choice, in these circumstances, see **Your Policy** schedule for details.

In a tax enquiry or any **Claim** where **We** may be liable to pay compensation **We** will choose a **Representative** to act on **Your** behalf

In all other circumstances, **We** will choose a **Representative** to act on **Your** behalf.

When selecting **Your Representative**, **You** must have regard to **Your** duty to minimise the cost of any **Claim**.

Section B Legal Expenses Insurance - Continued

The name and address of **Your** chosen **Representative** must be notified to **Us** in writing. **We** will accept **Your** choice if:

- **We** are satisfied that **Your** chosen **Representative** will co-operate with **Us** and enable **You** to comply with the terms and conditions of **Your Policy**
- The **Representative** has the necessary experience to deal with the dispute
- The **Representative's** charging rates are fair and reasonable in regard to the dispute

A dispute arising from **Your** choice of **Representative** may be referred to arbitration in accordance with **Complaints - About the insurance**

You must not enter into any agreement with **Your Representative** as to the basis of calculation of **Costs** without **Our** written consent.

If in any **Claim Your Representative** wishes to instruct Counsel or an expert the following must be submitted to **Us** for **Our** approval:

- The expert's or Counsel's name
- Details of their expertise
- Charging rates and estimated cost
- An explanation of the need for such instruction

Important information

Fraud

If **You** or anyone acting on **Your** behalf make a fraudulent **Claim**, **We** will cancel the **Policy** from the time the fraud took place, retain any premium and recover from **You** any amount **We** have paid towards the fraudulent **Claim**.

Dual Insurance

If any **Claims** covered under this **Policy** are also covered by another policy, or would have been covered if this **Policy** did not exist, **We** will only pay **Our** share of the **Claim** even if the other insurer refuses the claim.

Financial Services Compensation Scheme

In the unlikely event Markel International Insurance Company Limited cannot meet its obligations, Markel International Insurance Company Limited are covered by the financial services compensation scheme (FSCS). **You** may be entitled to compensation up to 90% of the **Claim**. Further information about compensation arrangements is available from the FSCS.

Information You have given Us

In deciding to accept this **Policy** and in setting the terms and premium, **We** have relied on the information **You** have given **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this **Policy** as if it never existed and decline all **Claims**.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your Policy** and any **Claim**. For example, **We** may:

- Treat this **Policy** as if it had never existed and refuse to pay all **Claims** and return the premium paid. **We** will only do this if **We** provided **You** with cover which **We** would not otherwise have done
- Amend the terms of **Your Policy**. **We** may apply these terms as if they were already in place if a **Claim** has been negatively affected by **Your** carelessness
- Reduce the amount **We** pay on a **Claim** in proportion to the premium **You** have paid against the premium **We** would have charged **You**
- Cancel **Your Policy** in accordance with the cancellation information below

We will write to **You** or **Your** insurance broker if **We**:

- Intend to treat **Your Policy** as if it never existed
- Need to amend the terms of **Your Policy**

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform **Us** as soon as possible.

Cancellation

Provided there have been no **Claims** or circumstances known or reported to **Us** during the **Period of Insurance** shown in the **Policy** schedule:

- i) **You** can cancel the **Policy** if less than 14 days of the **Policy** have expired and **We** will refund **Your** premium in full;
- ii) If more than 14 days of the policy have expired **You** can cancel the **Policy** and **We** will refund a return pro-rata premium.

The **Policy** may be cancelled by **Us** at any time, if **We** choose to do this we will give **You** 30 days' notice in writing and **We** will refund a return pro-rata premium provided there have been no **Claims** or circumstances known or reported to **Us** during the **Period of Insurance** shown in the **Policy** schedule. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- If **You** have not paid the premium
- A change in risk which means that **We** can no longer provide **You** with this cover
- If **You** do not supply any information or documentation that **We** have asked for
- Threatening or abusive behaviour or the use of threatening or abusive language

If this happens, cover under **Your Policy** for **Costs/Compensation** will be automatically withdrawn and any **Costs/Compensation** incurred on or after the date of withdrawal will not be covered whether **We** previously agreed to them or not.

All cancellation requests should be made to Everywhen at the address shown in their correspondence.

How to make a complaint about your policy

If **You** are not satisfied with any part of **Our** service then **You** should contact **Us** and **We** will do **Our** best to resolve the problem. **You** can contact **Us** at the following:

The Customer Services Manager
Markel Legal Expenses Insurance

20 Fenchurch Street
London
EC3M 3AZ
Tel: 0345 350 1099

Email: complaints@markel.com

Markel Legal Expenses Insurance is a trading name of Markel International Insurance Company Limited, registered in England and Wales No: 00966670. VAT number: 245 7363 49. Registered address, 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Markel International Insurance Company Limited.

Markel International Insurance Company Limited is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Financial Services Register Number 202570.

If there is a dispute that cannot be resolved through **Our** complaints process then **You** may be able to refer the matter to the Financial Ombudsman Service who will arbitrate over the dispute as long as they have jurisdiction over the matter. **You** can contact them at the following:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0800 023 4567 or 0300 123 9123

www.financial-ombudsman.org.uk

This procedure will not prejudice **Your** right to take legal proceedings.

If the Financial Ombudsman Service cannot arbitrate over the dispute then **We** and **You** shall both agree on an independent arbitrator (who must be a solicitor or barrister) to arbitrate over the dispute.

Any dispute between **You** and **Us** will be decided by arbitration. The arbitrator will be a single arbitrator, either a solicitor or barrister practicing in the Law of England and Wales. The arbitration will take place in England. The arbitration will be governed by both the laws of England and Wales and the Arbitration Act 1996. The apportionment of the costs of the arbitration will be decided by the arbitrator. If **We** and **You** cannot agree on the choice of an arbitrator, an arbitrator will be nominated by the President of either the Law Society or the Bar Council in England and Wales. The costs of the arbitration will be paid by the party that loses the arbitration.

About the Advice Line

The telephone legal advice is provided by Markel Law LLP and can advise on general UK law. Markel Law LLP makes no additional charge for providing these telephone services.

Markel Law LLP is authorised and regulated by the Solicitors' Regulation Authority ("SRA") under SRA number 459781 and is part of the Markel group of companies.

If **You** have a complaint about these telephone legal advice services

You should contact The Director of Compliance, Markel Law LLP, The Observatory, Chapel Walks, Manchester M2 1HL who will provide details of the complaints procedure, including details of how the complaint will be dealt with internally and if required, by the Legal Ombudsman. For complaints about any other advice given then **You** should contact **Us** using the details in Important information – **Complaints - about the insurance** and **We** will do **Our** best to resolve the problem.

Personal Information/Privacy policy statement

The basics

We collect and use relevant information about **Your** business to provide insurance cover and to meet **Our** legal obligations. This information includes details such as names and addresses (and may include more sensitive details such as information about health and criminal convictions).

The way insurance works means that information may be shared with and used by a number of third parties in the insurance sector but only in connection with the insurance cover that **We** provide to **You**.

Other people's details you provide to us

We will process individual's details, as well as any other personal information **You** provide to **Us** in respect of **Your** insurance cover, in accordance with **Our** privacy notice and applicable data protection laws. To enable **Us** to use individual's details in accordance with applicable data protection laws, **We** need **You** to provide those individuals with certain information about how **We** will use their details in connection with **Your** insurance cover. As such, **You** agree to provide each individual concerned this notice:

- On or before the date that individual becomes insured under this **Policy** or
- The date that **You** first provide information about the individual to **Us**

We are committed to only using the personal information **We** need to provide **You** with **Your** insurance cover. To help **Us** achieve this, **You** should only provide to **Us** information about individuals that **We** ask for from time to time.

Want more details?

For more information about how **We** use personal information provided to **Us** please see **Our** full **Markel privacy notice**, a copy of which is available online at markelinternational.com/footer/privacy-policy or on request.

Contacting Us and individual rights

Individuals have rights in relation to the information **We** hold about them, including the right to access their information. Please contact **Us** at dataprotectionofficeruk@markel.com or by writing to the Data Protection Officer, Markel International, 20 Fenchurch Street, London, EC3M 3AZ if **You** are an individual wishing to exercise your rights, to discuss how **We** use your information or to request a copy of **Our** full Markel privacy notice.

Rights of third parties

A person who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this

Section B Legal Expenses Insurance - Continued

Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Breach of sanctions

We provide no cover for any **Claim** if it means **We** would be in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of The European Union, The United Kingdom or The United States of America.

Applicable law

The laws of England and Wales apply to this **Policy** and any Acts of Parliament referred to are as amended.

Brexit

We provide no cover for any **Claim** where the regulatory risk location is within the European Economic Area (EEA).

Liquidation

If **You** are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement or deed of arrangement or if any application is made to the Court or if a meeting for any of these reasons is held, this **Policy** will automatically terminate. If this happens, cover under **Your Policy** for **Costs/Compensation** will be automatically withdrawn and any **Costs/Compensation** incurred awarded on or after the date of withdrawal will not be covered whether **We** previously agreed to them or not.

Communications

All notices and communications from **Us** to **You** regarding **Your Policy** shall be deemed to have been sent to **You** if sent to **Your** insurance broker (if applicable) or, in relation to any matters arising out of any **Claim**, if sent to **Your Representative**.

Complaints Procedure

(applicable to Section A)

We are dedicated to providing You with a high quality service, and wish to maintain this at all times. If You feel that You have not received a first class service, and You wish to make a complaint You should direct Your complaint to:-

The Trading Director
Everywhen,
Kings Court,
London Road,
Stevenage, Herts,
SG1 2GA
Tel 01438 739739
Email: caredivision@Everywhen.co.uk

Alternatively where Your query does not relate to the sale of Your policy You can contact the insurer by writing to Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds, LS11 5AS quoting Your Certificate Number.

In the event that You remain dissatisfied and wish to make a complaint You can do so at any time by writing to

Markel International Insurance Company Ltd
20 Fenchurch Street
London
EC3M 3AZ

We will consider and investigate all complaints that are brought to our attention regardless of the customer type however You should be mindful that not all customer types are able to refer their complaints to Financial Ombudsman Service.

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service.

Making a complaint does not affect Your right to take legal action.

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

The contact details for the FOS are:
The Financial Ombudsman Service
Exchange Tower, London E14 9SR
Telephone: 0800 023 4567 (calls to this number are free from 'fixed lines' in the UK, or
0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile tariffs in the UK)

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

Complaints that cannot be resolved by us may be referred to the Financial Ombudsman Service. The following are the Customers who can currently complain to FOS:

1. Consumer
2. Micro-enterprise; employs fewer than 10 persons; and has a turnover or annual balance sheet that does not exceed £1 million.
3. Charity which has an annual income of less than £1 million at the time the Complainant refers the complaint to the respondent
4. Trustee of a Trust which has a net asset value of less than £1 million at the time the Complainant refers the complaint to the respondent
5. Small Businesses; employs fewer than 50 persons; or has a balance sheet total of less than £5 million

If You are unsure whether You are able to refer Your complaint, please contact the Financial Ombudsman Service.

Details of the Financial Services Compensation Scheme Under the Financial Services & Markets Act 2000 Your Member may be able to claim from the Financial Services Compensation Scheme. The level of compensation is different depending on the type of cover They hold:

1. compulsory insurance, such as employer's liability, is covered for 100% of the claim
2. for other insurances 90% of the claim is covered with no upper limit
3. further information can be obtained by visiting the Financial Services Compensation Scheme
4. website on www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100

Everywhen and Markel International Insurance Company Limited are members of the Financial Ombudsman Service (FOS) and in limited circumstances, You can approach them for assistance if You remain dissatisfied with our response. A leaflet explaining its procedure is available on request. This Complaints Procedure or referral to the Financial Ombudsman Service does not affect Your legal rights

Financial Services Compensation Scheme (FSCS)

Everywhen and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If We are unable to meet our obligations, You may be entitled to compensation from the Scheme, depending on the type of insurance and circumstances of the claim.

For further information on the Scheme You can visit the Website at www.fscs.org.uk or write to the:

Financial Services Compensation Scheme

7th Floor, Lloyd's Chambers

1 Portsoken Street

London E1 8BN

Tel: 020 7892 7300

Fax: 020 7892 7301

Email: enquiries@fscs.org.uk



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Kings Court, London Road, Stevenage, Herts SG1 2GA

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www.everywhen.co.uk