Say hello to your Professional Liability and Legal Expenses Policy
Welcome to your Professional Liability and Legal Expenses Insurance

Your Policy

This is your Professional Liability Insurance Policy. It sets out the details of your insurance cover. This policy of insurance is issued in accordance with the authorisation granted under contract to Towergate Professional Risks by the Insurer(s) named in the schedule. This policy of insurance provided by you and the policy schedule with any endorsements (shown on it) together form the insurance contract. Please read all these documents carefully.

The policy and the Schedule should be read together as one contract and the proposal/Statement of Fact made by the insured is the basis of the contract.

The law applicable to this Policy

You and the company are free to choose the laws applicable to the policy. As we are based in England, we propose to use the laws of England and Wales and by purchasing this policy you have agreed to this.

Important

This policy is a legal contract and it is important that you read this policy together with your schedule to ensure that it meets with your requirements. Should you have any queries, please contact us.

Your attention is drawn to the Complaints Procedure (Making Yourself Heard) on Page 19.

You are reminded of the need to tell us immediately of any facts or changes which we would take into account in our assessment or acceptance of this insurance. Failure to disclose all relevant facts may invalidate the Policy or may result in the policy not operating fully.
## Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>4</td>
</tr>
<tr>
<td>Section A Professional Liability and Legal Expenses Insurance – Cover</td>
<td>5</td>
</tr>
<tr>
<td>Section B Professional Liability and Legal Expenses Insurance – Defined</td>
<td>10</td>
</tr>
<tr>
<td>Section C Professional Liability and Legal Expenses Insurance – Exceptions</td>
<td>12</td>
</tr>
<tr>
<td>Section D Professional Liability and Legal Expenses Insurance – Conditions</td>
<td>14</td>
</tr>
<tr>
<td>Section E Professional Liability Insurance – Endorsements Applicable as stated in the Certificate</td>
<td>16</td>
</tr>
<tr>
<td>Section F Professional Liability and Legal Expenses Insurance – Making Yourself Heard</td>
<td>19</td>
</tr>
<tr>
<td>Section G Legal, Health and Wellbeing Assistance and Advice and Counselling Helpline</td>
<td>20</td>
</tr>
</tbody>
</table>
Introduction - Professional Liability and Legal Expenses 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.

The Proposal made by the Insured is the basis of and forms part of this policy.

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 agreed otherwise in writing.

Professional Liability Insurance is Underwritten by

AXA Insurance UK plc (Lead Insurer)
AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the FCA’s register by visiting the FCA’s website at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Novae Underwriting Limited underwriting for certain underwriters at Lloyd’s

Legal, Health and Wellbeing Assistance is provided by

FIRSTASSIST SERVICES LIMITED
Registered in England Company Number 01404718 Registered Office: 32 High Street, Purley, Surrey CR8 2PP

Please note: This section is only relevant if details of these products appear on your Certificate of Insurance.

Legal Expenses Insurance is provided by

ARAG plc
Registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG is authorised and regulated by the Financial Conduct Authority firm registration number 452369. Underwritten by Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd’s, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority.
Section A

Professional Liability and Legal Expenses

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. in relation to c) above 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 fire 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. is 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 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) 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.

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, committee member of the Insured £750

b) any Employee £500

12 Data Protection Act
The Business shall include the provision of any reciprocal arrangement for the storage or processing of computer data or for the use of computer facilities. Provided that the Company shall not indemnify the Insured against liability in respect of Damage sustained by any party to such arrangement.

13 Breach of Claims Condition
The Company shall not avoid any claim on the grounds of a breach of Section D Condition 2 of this policy 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 Non-disclosure

a) Should the Company become entitled to void this policy from its inception or from the time of any variation in cover the Company may at its discretion continue the policy but exclude all liability arising from any matter which ought to have been disclosed at inception or at the time of such variation in cover.
b) The Company will waive its rights to render this policy void as a consequence of non-disclosure or misrepresentation made in connection with its renewal.

Provided that

a) the Insured shall establish to the satisfaction of the Company that such non-disclosure or misrepresentation was innocent and free of any fraudulent conduct dishonest motive or intent to deceive.
b) the premium and terms of the policy shall be adjusted at the discretion of the Company to those which would have applied had a proper disclosure or representation been made.
c) where the Company's handling or settlement of any claim has been prejudiced by such non-disclosure or misrepresentation the indemnity provided by this policy shall be reduced to the sum which would have been payable had such prejudice not occurred.
d) should this policy be issued in substitution or replacement of any other policy issued by the Company it will be regarded as a renewal thereof.
e) such non-disclosure or misrepresentation shall not have been made in connection with any variation in cover which took place at the time of such renewal.

15 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.
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

16 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.

17 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.

18 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

Legal Expenses Insurance

19 Indemnity of the Insured
For those Insured Events shown in the Certificate, the Company will pay the Insured's Costs (and compensation awards under Insured Event 22) up to the Limit of Indemnity, including the cost of appeals.

Provided that
a) You have paid the insurance premium
b) the Insured Event arises in connection with the Business and occurs within the Territorial Limits
c) the claim
I. always has Reasonable Prospects of Success
II. is reported to Us
a. during the Period of Insurance
b. immediately after the Insured first becomes aware of circumstances which could give rise to a claim under Your Legal Expenses cover of this policy
c. when We have received Your fully completed claim form
d) unless there is a conflict of interest, the Insured always agrees to use the Appointed Advisor chosen by Us in any claim
I. falling under the jurisdiction of an Employment Tribunal or the Small Claims Court, and/or
II. prior to the issue of legal proceedings
e) any proceedings or hearing are dealt with by a court, tribunal or other body that We agree to, in the Territorial Limits
f) in respect of a claim under Insured Event 27 You enter into a Collective Conditional Fee Agreement or the Appointed Advisor enters into a Collective Conditional Fee Agreement if the claim will be decided in a court within England and Wales and falls outside the jurisdiction of the Small Claims Court.

20 Limit of Indemnity
The maximum Costs and compensation awards payable by the Company in respect of all claims related by time or original cause is £100,000. In respect of Insured Event 22 only, the maximum amount payable by the Company in respect of all claims aggregated in any one period of insurance is £1,000,000.

21 Employment (applicable to policyholders with employees)
We will defend You in an employment dispute with an Employee, Ex-employee, prospective Employee or trade union acting on their behalf, arising from a breach or an alleged breach of their a) contract of service with You and/or b) statutory rights under employment legislation.
An employment dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures as set out by the Advisory Conciliation and Arbitration Service in the ACAS code of practice on disciplinary and grievance procedures have been or ought to have been concluded.

Exceptions
Any claim
a) for redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of Your Legal Expenses cover under this policy, except where You have had equivalent cover in force up until the start of this policy
b) arising from or relating to any transfer of business which falls under the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006
c) for Costs in respect of a claim for an internal disciplinary hearing or grievance.

22 Employment Compensation Awards (applicable to policyholders with employees)
Following a claim We have accepted under Insured Event 21 the Company will indemnify
a) basic and compensatory awards made against You by a tribunal
b) an amount agreed by Us in settlement of a dispute.

Provided that
I. Reasonable Prospects of Success exist for a wholly successful defence throughout
II. in respect of compensation payable for redundancy, alleged redundancy or unfair selection for redundancy You have sought and followed advice from Us or Our agent throughout including prior to serving notice of the redundancy
III. the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument other than by consent or default, or is payable under a settlement approved in writing by Us.

Exceptions
Compensation awards relating to
a) trade union activities, membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Works Council.
b) money due to an Employee under a contract of employment or a statutory provision relating thereto
c) Your failure to comply with a reinstatement or re-engagement order
d) a breach of an Employee’s statutory rights under the National Minimum Wage Act 1998
e) civil claims or statutory rights relating to trustees of occupational pension schemes.

23 Tax Protection
We will represent You throughout
a) a formal aspect or full enquiry into Your Business’ tax affairs
b) an appeal following an assessment by HM Revenue and Customs relating to Value Added Tax
c) a dispute about Your compliance with regulations relating to:
• Pay As You Earn, or
• Social Security, or
• National Insurance Contributions
following a review by HM Revenue and Customs
d) a formal aspect or full enquiry into the personal tax affairs of Your directors and/or partners, provided that:
I. all returns are completed and have been submitted within the statutory timescales permitted
II. in respect of an aspect enquiry, the Insured is responsible for an excess as of £250 for each claim.

Exceptions
Any claim arising from or relating to
a) an investigation by the Specialist Investigations Branch of HM Revenue and Customs
b) an investigation under the Civil Investigation of Fraud procedure
c) a tax avoidance scheme
d) the submission of returns or accounts where the HM Revenue and Customs levy a penalty or claim for interest or which contain negligent misstatements or where the Insured falls below the standard of a reasonably prudent businessperson in keeping books and records
e) Your failure to register for VAT.

24 Property
We will negotiate for Your legal rights arising from a dispute relating Property which You own or is Your responsibility
a) following an event which causes physical damage to Your Property
b) following a public or private nuisance or trespass
c) which You wish to recover or repossess from an Employee or ex-Employee.

Exceptions
Any claim arising from or relating to
a) a contract between You and the third party except for a claim under 24 c)

b) defending any claim brought against You unless defending a counter-claim
c) any claim involving a motor vehicle whilst at Your premises
d) goods in transit or goods lent or hired out
e) the compulsory purchase of, or restrictions or controls placed on Your Property by any government, local or public authority.

25 Compliance and Regulation
We will
a) Represent the Insured when dealing with the police or Health and Safety Executive prior to the Insured being charged.

b) Defend the Insured following an event other than a parking offence leading to the Insured being prosecuted in a court of criminal jurisdiction.
c) Represent You following a notice by the relevant authority to alter, suspend, revoke or refuse to renew Your statutory licence.
d) Appeal against the terms of a Statutory Notice served against You.
e) Represent the Insured at a formal investigation or disciplinary hearing by any trade association, professional or regulatory body.
f) Defend You in a civil action alleging wrongful arrest arising from an allegation of theft.
g) Defend the Insured in a civil action for compensation under section 13 of the Data Protection Act 1998 including compensation awarded against the Insured provided that You are registered with the Information Commissioner.

The Company will pay the Insured’s Costs of Court Attendance if the Insured is absent from work to attend court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the Appointed Advisor or whilst on Jury Service. The amount the Company pays shall not exceed £100 per day or part thereof, less whatever is recoverable from the court or tribunal, subject to a maximum limit of £1,000.

Exceptions
Any claim that would be covered by Insured Event 4.

26 Employees’ Extra Protection
At Your request We will
a) defend an employee in civil proceedings under legislation for unlawful discrimination on the grounds of sex, race, disability, sexual orientation, age, religious belief or political opinion
b) defend an Employee as a trustee of a pension fund set up for the benefit of Your Employees
c) pursue a claim following an event causing an Employee or member of their family Injury

27 Contract and Debt Recovery
We will negotiate for Your legal rights following a breach or alleged breach of an agreement or alleged agreement which has been entered into by You or on Your behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services.

Provided that
a) the amount in dispute exceeds £200
b) if the amount in dispute exceeds £5,000 You are responsible for the first £500 in each and every claim
c) in respect of a claim for an undisputed debt
I. You notify Us within 90 days of the money becoming due and payable
II. You have exhausted Your normal credit control procedures.

Exceptions
Any claim relating to
a) Systems which have been tailored to Your requirements
b) the sale or provision of Systems or services by You
c) the letting, leasing or licencing of land or buildings where You act as the landlord
d) the sale or purchase of any land or buildings
e) loans, mortgages, endowments, pensions or any other financial product
f) the settlement payable under an insurance policy
g) any claim that would be covered under Insured Event 21.
Section B
Professional Liability and Legal Expenses 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 shall mean AXA Insurance UK plc and Novae Insurance Company Ltd for their respective proportions

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 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) goods or things (including containers packaging or labelling) 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 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
Legal Expenses Insurance

20 Appointed Advisor shall mean the solicitor, accountant, or other advisor appointed by Us to act on behalf of the Insured under the terms of the policy.

21 Collective Conditional Fee Agreement shall mean a legally enforceable agreement entered into on a common basis between the Appointed Advisor and Us to pay their professional fees on the basis of 100% “no-win no-fee”.

22 Company shall mean Brit Syndicate 2987 at Lloyd’s for its respective proportions.

23 Conditional Fee Agreement shall mean a legally enforceable agreement between the Insured and the Appointed Advisor for paying their professional fees on the basis of 100% “no-win no-fee”.

24 Costs shall mean
   a) In respect of all Insured Events other than as provided for in b) and c) below.

   I. Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us.

   II. Reasonable accountancy fees, disbursements and other costs reasonably incurred by the Appointed Advisor and agreed in advance by Us.

   III. Other side’s costs incurred in civil claims where the Insured has been ordered to pay them or pays them with Our agreement.

   b) In respect of Insured Event 27 where the claim is brought within England and Wales and falls outside the jurisdiction of the Small Claims Court, reasonable legal costs reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us.

   c) The Insured’s Cost of Court Attendance under Insured Event 25 h).

25 Insured shall mean
   a) You, Your directors, partners, managers, officers and employees of Your Business.

   b) The estate, heirs, legal representatives or assigns of any persons mentioned in a) in the event of such person dying.

   c) A person declared to Us, who is contracted to perform work for You, who is in all other respects Insured by You on the same basis as Your other Employees and who performs work under Your supervision.

26 Reasonable Prospects of Success shall mean in civil proceedings and criminal prosecution claims (except where the Insured pleads guilty), where the Insured has a greater than 50% chance of successfully pursuing or defending their claim. If the Insured is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained.

   In criminal prosecution claims where the Insured pleads guilty, where there is a greater than 50% chance of successfully mitigating the Insured’s sentence or fine.

   In tax claims, any dispute or appeal where the Insured has a greater than 50% chance of being successful.

   In all claims involving an appeal, where the Insured has a greater than 50% chance of being successful.

27 Small Claims Court shall mean a court in England and Wales that hears a claim falling under the Small Claims Track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999.

28 Territorial Limits shall mean for Insured Events 25 and 27 shall extend to countries in the European Union.

29 You/Your shall mean the Business, including any subsidiary and/or associated companies declared to Us.

30 We/Us/Our ARAG plc.
Section C

Professional Liability and Legal Expenses 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 of Professional Services

4 Costs of Recalling Goods or Remedying Defective Premises
for the costs and expenses incurred by anyone in
   a) recalling any goods or things sold or supplied
   b) remedying any defect or alleged defect in land buildings structures or premises disposed of by the Insured

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
arising from Pollution or Contamination other than caused by a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place

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

Legal Expenses Insurance

You are not insured for any claim arising from or relating to:

20 Costs or compensation awards
incurred before We accept a claim

21 Any actual or alleged act, omission or dispute
occurring prior to, or existing at the start of the of Your Legal
Expenses cover, and which the Insured knew or ought reasonably to
have known could give rise to a claim under this policy

22 An allegation against the Insured involving:
   a) assault, violence or dishonesty;
   b) malicious falsehood;
   c) the manufacture, dealing in or use of alcohol, illegal drugs,
      indecent or obscene materials;
   d) illegal immigration;
   e) offences under Part 7 of the Proceeds of Crime Act 2002
      (money laundering offences)

23 The defence of legal proceedings relating to
   a) damages for Injury (other than injury to feelings), or loss or
damage to Property owned by the Insured
   b) a breach or alleged breach of Professional Service
   c) any tortious liability except where covered under Insured
      Event 23

24 Fines, penalties or compensation except as covered under
Insured Events 21 or 24g)

25 Costs awarded against the Insured by a court of criminal
jurisdiction following a conviction

26 Patents, copyright, trademarks, passing-off, trade or
service marks, registered designs, secrecy and confidential
information

27 A dispute with any subsidiary, parent, associated or
sister company or between shareholders or partners

28 Franchise rights or agency rights

29 A judicial review

30 A dispute with Us or the Company not dealt with
under the heading Arbitration

31 Defamation
Section D
Professional Liability and Legal Expenses 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 wrt 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) of Section D 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 – The Company's Rights
The Company shall not be bound to accept any renewal of this policy and may at any time give 21 days notice of cancellation by recorded delivery to the Insured's last known address Thereupon the Insured shall be entitled to the return of a proportionate part of the premium paid in respect of the unexpired term of this policy

Provided that during the current Period of Insurance there have been

a) no claims made under the policy for which a payment has been made

b) no claims submitted under the policy which are still under consideration

c) no incident likely to give rise to a claim but is yet to be reported to the Company

This termination shall be without prejudice to any rights or claims of the Insured or the Company prior to the expiry of such notice

7 Cancellation – The Insured's Rights
There is no automatic right of cancellation under the policy Once the contract has been concluded there will be no refund of any part of the premium paid

This policy is written on a claims made basis and in the event that the Business ceases to trade or should exceptional circumstances arise guidance should be sought from Towergate Professional Risks at the address shown in their correspondence

8 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

9 Several Liability
The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are solely to the extent of their individual subscriptions The subscribing insurers are
not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations

Legal Expenses Insurance

Failure to keep to any of these conditions, without good reason, will lead the Company to cancel Your Legal Expenses cover under Your policy, refuse a claim or withdraw from an ongoing claim. The Company also reserves the right to recover Costs from the Insured should this occur.

10 The Insured’s Responsibilities

An Insured must:

a) observe and keep to the terms of the Legal Expenses cover in this policy
b) not do anything that hinders Us or the Appointed Advisor
c) tell Us immediately after first becoming aware of any cause, event or circumstances which could give rise to a claim under the Legal Expenses cover of this policy
d) tell Us immediately of anything that may materially alter Our assessment of the claim
e) cooperate fully with the Appointed Advisor and Us, give the Appointed Advisor any instructions We require, and keep them updated with progress of the claim
f) provide Us with everything We need to help Us handle the claim
g) take reasonable steps to recover Costs that the Company pays and pay to the Company all costs that are recovered should these be paid to the Insured
h) tell the Appointed Advisor to have the Costs assessed or audited if We require
i) minimise any Costs and try to prevent anything happening that may cause a claim.

11 The Appointed Advisor

a) In certain circumstances as set out in 11 c) below, the Insured may choose an Appointed Advisor. In all other cases no such right exists and We shall choose the Appointed Advisor.
b) Where the Insured wishes to exercise their right to choose, they should write to Us with their nominated representative’s name and address. The Insured’s nominated representative must agree to act under Our standard terms of business and cooperate with Us at all times. If We disagree over the appointment of an Appointed Advisor then We will agree for another suitably qualified person to decide the matter.
c) If We agree to start legal proceedings and the court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, the Insured may choose a suitably qualified Appointed Advisor. The right of the Insured to choose never applies to Employment Tribunal, tax protection or Small Claims Court claims unless there is a conflict of interest.
d) If the Appointed Advisor refuses to continue acting for the Insured with good reason, the Insured dismisses the Appointed Advisor without good reason, or the Insured withdraws from the claim without Our agreement, cover will end immediately unless We agree to appoint another Appointed Advisor.
e) The Appointed Advisor must enter into a Conditional Fee Agreement with You or a Collective Conditional Fee Agreement with Us if a claim under Insured Event 26 will be decided in a court within England and Wales and falls outside the jurisdiction of the Small Claims Court.

12 Our Consent

We must give Our written consent to the Insured to incur Costs or compensation awards. The Company does not accept liability for Costs or compensation awards incurred without Our written consent.

13 Settlement

a) The Company has the right to settle the claim by paying the reasonable value of the claim.
b) The Insured must not negotiate, settle the claim or agree to pay Costs incurred without Our written agreement.
c) If the Insured refuses to settle the claim following
i) a reasonable offer, or
ii) advice to do so from the Appointed Advisor the Company may refuse to pay further Costs.

14 Counsel’s Opinion

We may require the Insured to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the Insured then the Company will pay for the opinion.

15 Arbitration

If there is a dispute between the Insured and Us that is not resolved throughout Our internal complaints procedure, the matter will be referred to a suitably qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If We fail to agree on a suitable person We will ask the President of the relevant Law Society to nominate.

16 Acts of Parliament and Jurisdiction

All Acts of Parliament referred to within Your Legal Expenses cover shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

17 Claims (Legal Expenses)

If You need to make a claim or are considering carrying out a redundancy, You must notify Us as soon as possible.

a) Under no circumstances should You instruct Your own lawyer or accountant as the Company will not pay their costs and it could invalidate Your cover.
b) You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or online at www.arag.co.uk/newclaims. Please have Your Certificate to hand.
c) You will be issued with a written acknowledgement within one working day of receiving Your claim form.
d) Within five working days of receiving all the information needed to assess the availability of Your Legal Expenses cover under the policy, You will be written to either:

I. confirming the appointment of a suitably qualified representative who will promptly progress the claim for You; or

II. if the claim is not covered, explaining in full why and whether assistance can be provided in another way.
Section E
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

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

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 (HTLV 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

III. 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

IV. caused by or arising from the use of general anaesthetic

V. caused by or arising from the giving of any injection or inoculation

VI. caused by or arising from the use of X-rays

VII. caused by or arising from the dispensing manufacture prescription supply or administration of ethical drugs

VIII. 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

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 (HTLV 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

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 (HTLV 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

III. 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

IV. caused by or arising from the use of general anaesthetic

V. caused by or arising from the giving of any injection or inoculation

VI. caused by or arising from the use of X-rays

VII. caused by or arising from the dispensing manufacture prescription supply or administration of ethical drugs

VIII. 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 the manufacture or design by the Insured on any Product Supplied

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
We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially, contact us to raise your concern with Towergate Professional Risks

In writing to: Towergate Professional Risks
Kings Court
London Road
Stevenage
Hertfordshire
SG1 2GA

Tel: 01438 739739
Fax: 01438 747465
Email: professionalrisks@towergate.co.uk

If your complaint is against AXA alone, we will pass your complaint to their nominated contact within 24 hours. This will also happen if we believe that we cannot resolve your complaint without the involvement of AXA or there is any query relating to the complaint. The complaints procedure of AXA will then apply.

If your complaint is not resolved or you are not happy with the response and course of action proposed by AXA, you can progress your complaint to their Head Office, who will carry out a separate investigation on behalf of the Chief Executive.

AXA Insurance
Commercial complaints
AXA House
4 Parklands
Lostock
Bolton
BL6 4SD

Tel: 01473 205926
Fax: 01473 205101
E Mail: customercare@axa-insurance.co.uk

If your complaint is against ARAG plc alone, we will pass your complaint to their nominated contact within 24 hours. This will also happen if we believe that we cannot resolve your complaint without involvement of ARAG plc or there is any query relating to the complaint. The complaints procedure of ARAG plc will then apply. If your complaint cannot be resolved or you are not happy with the response and course of action proposed by ARAG plc, you can progress your complaint to Lloyd's who will carry out a separate investigation to attempt to resolve your complaint and will issue a final decision.

ARAG Customer Relations contact details:
Customer Relations Department
ARAG plc
Whiteladies Road
Clifton
Bristol
BS8 1NN

Telephone: 0844 472 2938
Email: customerrelations@arag.co.uk

Lloyd's Customer Relations contact details:
Policyholder and Market Assistance
Market Services
Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent
ME4 4RN

Telephone: 0207 327 5693
Fax: 0207 327 5225
Email: complaints@lloyds.com

Timescales
We will acknowledge your complaint within 5 business days of it having been received by us and we will issue you with our final decision letter within 8 weeks.

What to do if you are still not satisfied
If you are still not satisfied Towergate Underwriting Group Limited, Royal & Sun Alliance Insurance plc, ARAG plc and Brit Syndicate at Lloyd's are authorised and regulated by the Financial Conduct Authority whose arbitration service is the Financial Ombudsman Service, and you may be able to refer your complaint to them.

However, the Financial Ombudsman Service will not adjudicate on any cases where legal action has commenced or where a final decision has not been issued.

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

Telephone: 0845 0801800
Email: enquiries@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Your rights
Your rights as a customer to take legal action remain unaffected by the existence or use of any complaint procedures referred to above. For your protection, telephone calls may be recorded or monitored.
Section G

Legal, Health Wellbeing Assistance and Advice and Counselling Helpline

Only relevant if details of these products appear on your Certificate of Insurance. Additional services that are available to you are 24 hour, 365 days a year access to legal advice. FirstAssist Services Limited, who have over 30 years’ experience of providing telephone services deliver this service to you.

Legal Helpline

Their legal advice team can give you information and advice on, but not limited to the following areas:

- Areas affecting your business life – contracts, supply of services, property, landlord and tenant, licensing disputes, intellectual property, debt, employment

- Personal matters – domestic problems, consumer matters, neighbourhood problems, motoring prosecution, debt and credit issues and management, divorce, victims of crime and compensation rights etc

The team is able to provide you with practical and easily understood information about issues concerning the law.

Health and Wellbeing Helpline

The 24/7 telephone service is provided by FirstAssist’s team of professional doctors, nurses and specialists. It delivers a whole range of general lifestyle issues including:

- Lifestyle – diet and nutrition, weight loss

- Health – women’s, men’s, children’s, elderly issues etc

- Medical and Health – hospital procedures, medication, rights, symptoms

- Lifestage – junior, elderly and dependent issues

- Pre-travel advice – vaccinations, availability of help, travel help, visa requirements

The service is not a diagnostic service.

Health and Wellbeing Web Portal

The FirstAssist online portal gives you the resources and inspiration to make simple changes to develop a healthier, more balanced and productive lifestyle. Key features of the site are:

- Active Life Programme – designed to guide you to your health goals

- Clinically validated and up-to-date health and wellbeing programmes with supporting information

- Active Sport Programmes – for those motivated to tackle specific sports or goals or training for competitions – from triathlons to strength training

- Active Care – programmes designed to help you avoid illness or in the case of existing conditions, manage or alleviate the symptoms

- Useful self-help guides and fact sheets

- Help on a wide range of issues such as medical information, diet and nutrition and even guidance on travelling overseas and quitting smoking

To use the online service go to https://firstassist.fitness2live.co.uk and register using your scheme code.

To use any of the telephone services, simply call 01455 251155 and quote your scheme number and advise the operator of the service that you require.

Legal Expenses Insurance

Advice and Counselling Helpline

- If you have a legal or tax problem – we strongly recommend that you initially take advantage of our confidential advice helpline which is provided as part of you Legal Expense cover under this policy; the only cost to you is a national rate call.

- The advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers business legal matters within EU law and UK tax law. Your query will be dealt with by a suitably qualified specialist experienced in handling a range of legal and tax related matters.

- You can get advice by telephoning 0844 581 0400. Use of this service does not constitute reporting of a claim.

- If an employee needs confidential help and advice – our counsellors are available 24 hours a day, 365 days of the year. Our trained counsellors are available to provide telephone support on any matter that is causing your employee upset or anxiety, from personal problems to bereavement.

- Assistance is available by telephoning 0844 477 1619.