

**Institute of Chartered Accountants in England and Wales  
Institute of Chartered Accountants of Scotland  
Institute of Chartered Accountants in Ireland**

The Institutes' minimum approved policy wording effective from 1 October 2018.

## **SECTION A - INSURING CLAUSES**

In consideration of the payment or the promise of payment to Insurers of the premium specified in the Schedule, and subject to the provisions set out below, Insurers agree to indemnify the Insured:

### **A1 Civil Liability**

in respect of any Claim first made against the Insured during the Period of Insurance in respect of any civil liability (including liability for Claimant's costs, expenses and disbursements) in connection with Professional Business;

### **A2 Awards by Ombudsmen**

against any amounts that an Ombudsman requires to be paid by the Insured, and/or the costs of any steps that an Ombudsman directs or recommends that the Insured takes, in respect of a complaint made to the Ombudsman during the Period of Insurance; and

### **A3 Defence Costs**

in respect of Defence Costs.

## **SECTION B - DEFINITIONS**

B1 "**ALTERNATE**" means any individual practitioner, partnership, limited liability partnership, Isle of Man limited liability company or company who or which is acting in connection with the arrangements to cover the incapacity or death of a sole practitioner.

B2 "**AUTHORISED WORK**" shall have the meaning given by the Probate Regulations of the Relevant Institute, in force at the date of the inception of this policy.

B3 "**CLAIM**" means any written or oral demand for compensation or damages from, or the assertion of a right against, any Insured, and includes any complaint or reference to any Ombudsman.

B4 "**CLAIMANT**" means a person or entity which has made or may make a Claim including (without limitation) a Claim for contribution or indemnity, and includes a complainant to the Ombudsman.

B5 "**DEFENCE COSTS**" means any costs, disbursements and expenses incurred by the Insured in:

- (a) defending any Claim or any proceedings relating to any Claim;
- (b) conducting any proceedings for an indemnity, contribution, damages or other recovery relating to a Claim;
- (c) investigating, reducing, avoiding or settling any actual or potential Claim; or

- (d) investigating any circumstance which is notified to Insurers in accordance with the terms of this policy.
- B6 **"DIRECTOR"** shall have the meaning given by sections 250 and 251 of the Companies Act 2006, section 2 of the Companies Act 1963 of the Republic of Ireland or section 27 of the Companies Act 1990 of the Republic of Ireland (as appropriate) or any amendment or re-enactment thereof.
- B7 **"EXTENDED POLICY PERIOD"** means the period starting from the day immediately following the expiration of the original Period of Insurance and ending with the earliest to occur of:
- (a) the date that the Insured obtains a replacement insurance policy that complies with the provisions of the Professional Indemnity Insurance Regulations of the Relevant Institute; or
- (b) 30 days from receipt by the Relevant Institute and the Firm(s) of written notice from the Insurer of the commencement of the Extended Policy Period.
- B8 **"FIRM(S)"** means the firm(s) (ie partnership(s), sole practitioner(s), company(ies) (limited or otherwise), limited liability partnership(s), Isle of Man limited liability company(ies)) and any other entity(ies) named in the Schedule, including the predecessors in business of the said firm(s).
- B9 **"INSURANCE DISTRIBUTION WORK"** shall have the meaning given by the Designated Professional Body (Investment Business) Handbook of the Relevant Institute, in force at the date of the inception of this policy.
- B10 **"INSURED"** means each and all of the following persons, each of whom shall be severally insured hereunder:
- (a) any Firm(s);
- (b) Partners or Directors or Members of the Firm(s) (or persons named as the principal where, although the trading style of the Insured is such that it appears to be a Firm, in fact the Insured is a sole practitioner) and any other person who may at any time during the Period of Insurance become a Partner or Director or Member in the Firm(s);
- (c) any former Partner or Director or Member of the Firm(s) including any such former Partner or Director or Member whilst acting as a consultant to the Firm(s);
- (d) any person who is or has been under a contract of service with the Firm(s);
- (e) any person who is or has been under a contract for services with the Firm(s), save that such person shall only be an Insured for the purpose of this policy if and insofar as any Claim or Claims arise out of Professional Business carried on by such person for or on behalf of the Firm(s);
- (f) the estates and/or legal representatives of any Insured Person noted under (b), (c), (d) or (e) hereof in the event of death, incapacity, insolvency or bankruptcy; and
- (g) any person who is acting on behalf of the Firm(s) as an "Alternate".

- B11 **"INSURED PERSON"** means any natural person insured hereunder.
- B12 **"INSURERS"** means the underwriter or underwriters (as the case may be) of this policy as specified in the Schedule.
- B13 **"MEMBER"** means any member of a limited liability partnership, including, without limitation, a designated member.
- B14 **"OMBUDSMAN"** means any ombudsman to whose jurisdiction the Insured is subject by virtue of contract or law.
- B15 **"PARTNER"** shall have the meaning given by the Partnership Act 1890 or any amendment or re-enactment thereof.
- B16 **"PERIOD OF INSURANCE"** means the period of insurance specified in the Schedule.
- B17 **"PROFESSIONAL BUSINESS"** means advice, services or other business activities provided for or on behalf of others at any time anywhere in the world by or on behalf of the Insured or any person for whom the Insured is or is alleged to be liable, irrespective of whether or not a fee is charged, but provided that if a fee is charged then that fee is taken into account in ascertaining the income of the Firm(s).

The above definition of "Professional Business" extends to:

- (a) any Insured whilst holding any individual personal appointment (including, but without prejudice to the generality of the foregoing, any appointment as a trustee or personal representative made or accepted in the course of the Insured's business), but whilst holding an appointment as company secretary or registrar or Director of a company which is not a Firm it only extends to the performance of Services as defined herein; and
- (b) the provision, sale, licence, lease, amendment or adaptation by the Insured of any computer software, hardware, solution, package or publication.
- B18 **"PROFESSIONAL INDEMNITY INSURANCE REGULATIONS"** means the Professional Indemnity Insurance Regulations of the Relevant Institute, in force at the date of the inception of this policy.
- B19 **"QUALIFYING INSURANCE"** shall have the meaning given by the Professional Indemnity Insurance Regulations.
- B20 **"RELEVANT INSTITUTE"** shall mean the Institute of Chartered Accountants in England and Wales, the Institute of Chartered Accountants of Scotland or the Institute of Chartered Accountants in Ireland, as applicable.
- B21 **"SCHEDULE"** means the schedule to this policy.
- B22 **"SERVICES"** provided whilst holding the appointment of company secretary, registrar or Director as referred to in the definition of "Professional Business" herein shall mean all services performed or advice given by the Insured in connection with tax matters, secretarial work, share registration, financial advice to management, book-keeping, management accounting, financial investigation and reports, the negotiation and settlement of financial claims, company formations, investment advice, insurance and pension scheme advice and computer consultancy.

## **SECTION C – GENERAL CONDITIONS**

### **C1 Limit of Indemnity**

C1.1 Unless a higher amount is specified in the Schedule, Insurers shall not be liable to make any payment of indemnity under this policy (other than in respect of Defence Costs) that exceeds the following minimum amounts:

- (a) for Authorised Work, such limit on Insurers' liability shall apply on an each and every claim basis, and shall be the minimum level of professional indemnity insurance cover required under the Probate Regulations of the Relevant Institute;
- (b) for Insurance Distribution Work, such limit shall be the minimum level of professional indemnity insurance cover required under the Designated Professional Body Handbook; and
- (c) for the Insured's Professional Business, such limit shall be the minimum level of professional indemnity insurance cover required under the Professional Indemnity Insurance Regulations.

C1.2 The limit of indemnity under clause C1.1 is exclusive of Defence Costs. Accordingly:

- (a) Defence Costs shall be paid by Insurers in addition to other payments due under this policy, and regardless of the limit on Insurers' liability under clause C1.1; but
- (b) if a payment in excess of the amount of indemnity available under this policy has to be made to dispose of any Claim against the Insured, Insurers' liability for Defence Costs shall be only that proportion that the limit of indemnity available under this policy bears to the total amount which is required to be paid to dispose of such Claim.

### **C2 Notification**

C2.1 The Insured shall give to Insurers notice in writing as soon as reasonably practicable of:

- (a) any Claim; or
- (b) the discovery during the Period of Insurance of reasonable cause for suspicion of dishonesty or fraud on the part of any former or present Partner, Director, Member, employee, consultant, sub-contractor or Alternate of the Firm(s), whether giving rise to a Claim under this policy or not.

C2.2 If during the Period of Insurance the Insured becomes aware of any circumstance which may give rise to a Claim, the Insured shall give notice in writing of such circumstance to Insurers as soon as reasonably practicable. However, such notice shall in no event be given any later than the last day of the Period of Insurance.

C2.3 Cover under this policy shall be extended to a Claim against the Insured that is made after expiry of the Period of Insurance if that Claim arises from a circumstance notified under clause C2.2 or from a notification under clause C2.1(b), but only if the Insured complied with the requirements of such clause/s (and subject

in any event to all other provisions of this policy). Any dispute about such compliance shall be resolved in accordance with clause C9.

### **C3 Excess**

C3.1 If an amount is specified in the Schedule by way of an excess, this amount shall be borne by the Insured at their own risk and Insurers' liability to indemnify the Insured shall only be in excess of this amount.

C3.2 The amount specified in the Schedule by way of an excess shall not be applicable to Defence Costs (unless the Claim arises from the conduct of Professional Business which required authorisation by the Financial Conduct Authority or any relevant successor body).

C3.3 Notwithstanding any amount specified in the Schedule the maximum amount to be borne by the Insured at their own risk in relation to a Claim or Claims made during the Period of Insurance shall not exceed the maximum calculated in accordance with the relevant provisions of the Professional Indemnity Insurance Regulations.

### **C4 Advancement of Defence Costs**

Subject to clauses C1.2(b) and C3.2, Insurers will indemnify the Insured in respect of Defence Costs as and when they are incurred.

### **C5 Conduct of Claims**

C5.1 The Insured shall:

- (a) not admit liability for, or settle, any Claim without the written consent of Insurers (such consent not to be unreasonably withheld or unreasonably delayed); and
- (b) not incur any Defence Costs without the written consent of Insurers (such consent not to be unreasonably withheld or unreasonably delayed).

C5.2 Insurers shall be entitled at their own expense at any time to take over and conduct in the name of the Insured the defence, investigation or settlement of any Claim and to conduct an investigation into circumstances notified under clause C2.2 and to receive at all times the full co-operation of the Insured for this purpose. The Insured shall be entitled to any and all information and/or documentation regarding the defence, investigation or settlement of any Claim and/or the investigation into any circumstances as they may reasonably request from Insurers.

C5.3 Where evidenced by the Insured, compliance by the Insured with any rules, requirements, directions or guidance of any Ombudsmen, regulator, law enforcement agency or other official body having authority in respect of the Insured, or generally any rule or requirement of law, will not constitute a breach of any clause of this policy.

### **C6 Queen's Counsel Clause**

Neither the Insured nor Insurers shall be required to contest any legal proceedings unless a Queen's Counsel or in the Republic of Ireland a Senior Counsel (to be mutually agreed upon by the Insured and Insurers or failing agreement to be appointed by the President of the Institute of Chartered Accountants in England and

Wales/of Scotland/in Ireland as applicable) shall advise that, taking due account of the interests of both Insurers and Insured, such proceedings should be contested.

#### **C7 General Subrogation Rights**

Insurers shall not exercise any right of subrogation against any other Insured, except in relation to an Insured against whom the exclusion in clause E8 has taken effect.

#### **C8 Fraudulent Claims**

C8.1 If any Insured shall make a claim for indemnity under this policy knowing the same to be false or fraudulent as regards amount or otherwise, then, in respect of that Insured only:

- (a) Insurers shall not be liable to pay the claim;
- (b) Insurers may recover from the Insured making the false or fraudulent claim any sums paid by Insurers in respect of the claim; and
- (c) Insurers may by notice to the Insured treat the policy as having been terminated in respect of the Insured making the false or fraudulent claim with effect from the time of the fraudulent act.

C8.2 If the Insurers do treat the policy as having been terminated in respect of the Insured making the false or fraudulent claim:

- (a) Insurers may refuse all liability to such Insured under the policy in respect of any Claim or potential Claim notified after the time of the fraudulent act; and
- (b) Insurers need not return any of the premiums paid under the policy in respect of the cover for the Insured making the false or fraudulent claim.

C8.3 Treating the policy as having been terminated under this clause C8 in respect of an Insured making a false or fraudulent claim does not affect the rights and obligations of the parties to the policy with respect to a Claim or potential Claim notified before the time of the fraudulent act.

C8.4 The policy shall continue in full force and effect for the benefit of all other Insureds as if such false or fraudulent claim had not been made.

#### **C9 Dispute Resolution**

C9.1 Any dispute between the Insured and/or Insurers arising out of or in connection with this policy shall be referred to arbitration before a sole arbitrator (to be mutually agreed upon by the Insured and Insurers, or, failing agreement, to be appointed by the President of the Relevant Institute) whose decision shall be final and binding on the parties.

C9.2 In the event of any dispute concerning liability to indemnify the Insured (including without limitation a dispute as to the policy year under which any Claim or circumstance might fall to be dealt with between (a) Insurers and (b) any insurer(s) subscribing to the policy corresponding to this policy in respect of a previous period of insurance), the Insured and the Insurers agree that Insurers will advance Defence Costs and indemnify the Insured in accordance with clauses A1 - A3 and clause C4 above pending resolution of any such dispute.

C9.3 To the extent that any of the provisions of this clause C9 may fail and/or for the purposes of any application under the Arbitration Act 1996, the courts of the country identified in clause C10 shall have exclusive jurisdiction to hear and determine any disputes, suits, actions or proceedings that may arise out of or in connection with this policy.

#### **C10 Choice of Law**

This policy shall be governed by and construed in accordance with the laws of the country in which the Firm has its headquarters; provided that:

- (a) if none of the Relevant Institutes is based in that country, then the country whose laws shall apply shall instead be whichever of the countries of the Relevant Institutes that has the closest connection with the Firm; and
- (b) where the Firm is comprised of more than one entity, the headquarters or the country with the closest connection shall be determined as a single location for the Firm taken as a whole.

#### **C11 Cancellation**

C11.1 Subject to clause C8, this policy may not be cancelled unless the Insured and Insurers agree mutually in writing to cancel the policy.

C11.2 In the event of such agreement, Insurers shall within 7 days of the date upon which such agreement in writing is reached, write to:

- (a) the Insured at the address shown in the Schedule notifying the Insured that the policy will be cancelled with effect from a date not less than 30 days after the date of such agreement; and
- (b) the Relevant Institute, notifying it of the agreement, the effective date of cancellation and the name of the Insured.

#### **C12 No Set-Off**

Any amount payable by Insurers by way of indemnity under this policy in respect of the Insured's civil liability to a Claimant will be paid only to the Claimant. Insurers are not entitled to set off against any sums which are payable under this policy any payment due to them from any Insured including, without limitation, any payment of premium or any payment due to Insurers by way of reimbursement. This clause shall not apply where the Claimant confirms in writing that the Insured has paid in full any civil liability direct to the Claimant, or the Insured otherwise provides evidence to the Insurers of such payment.

#### **C13 Third Party Rights**

A person who is not a party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 or any equivalent legislation in the Republic of Ireland or any amendment or re-enactment thereof to enforce any terms of this policy. This condition does not affect any right or remedy of a third party which exists or is available other than by virtue of the Contracts (Rights of Third Parties) Act 1999.

#### **C14 Other Insurance**

The liability of Insurers under this policy is not reduced or excluded by reason of the existence or availability of any other insurance. This clause does not affect any right of Insurers to claim contribution from any other insurer which is also liable to indemnify any Insured.

## **SECTION D - SPECIAL CONDITIONS**

### **D1 Non Avoidance and Prejudice**

D1.1 Insurers will not:

- (a) avoid this policy;
- (b) claim to be discharged from any or all liability to provide any indemnity (in whole or in part) under this policy; or
- (c) (subject to clause D1.3 and clause D2) seek to reduce the indemnity due under this policy

on the grounds of a breach of the duty of fair presentation of the risk to Insurers, provided always that such breach was free of any fraudulent conduct or intent to deceive. It shall be for Insurers to establish that such breach resulted from any fraudulent conduct or intent to deceive.

D1.2 Nothing in this policy shall be construed as a warranty.

D1.3 In the event that any circumstance is notified to Insurers and the Insured had knowledge prior to the Period of Insurance of such circumstance, and the Insured should have notified it under any previous policy (whether with other insurers or not), Insurers shall not seek to exclude any Claim arising out of such circumstance, but the indemnity hereunder shall be limited to the indemnity which would have been available under the earliest such previous policy if such circumstance had been properly notified.

### **D2 Non-Compliance**

Where the Insured's breach of, or non-compliance with, any condition of this policy has resulted in prejudice to the Insurers:

- (a) in the handling or settlement of any Claim against the Insured; or
- (b) in the obtaining of reimbursement from any dishonest or fraudulent person as referred to in clause E8(c)

and the indemnity is payable direct to the Claimant in accordance with clause C12, Insurers will pay the indemnity in full and the Insured shall reimburse Insurers in respect of any amount (including liability for Claimant's costs, expenses and disbursements) which would not have been payable by them in the absence of such prejudice.

### **D3 Extended Policy Period**

The Period of Insurance shall be extended by the Extended Policy Period where the Insured has not, prior to the expiration of the Period of Insurance, obtained Qualifying Insurance, incepting on and with effect from the day immediately following the expiration of the Period of Insurance. This special condition shall not apply to



policies of insurance issued by the Assigned Risks Pool which shall have the meaning given by the Professional Indemnity Insurance Regulations.

#### D4 Run-Off Cover

If a Firm ceases during or on expiration of the Period of Insurance or, if applicable, the Extended Policy Period, then Insurers shall provide run-off cover in accordance with the Professional Indemnity Insurance Regulations for a minimum of two years from the date of cessation. The provision of run-off cover may be conditional on payment of an additional premium by a specified date. In the event that run-off cover does not incept for reasons of non-payment, Insurers shall give notice to the Relevant Institute within 7 days of the specified date and the Insured shall be deemed to consent to such notification being made.

### SECTION E - EXCLUSIONS

This policy shall not indemnify the Insured against any Claim:

- E1 arising from Professional Business carried out from any office of the Insured situated in the United States of America or Canada;
- E2 which is the subject of proceedings brought in any court of the United States of America or Canada arising from any other Professional Business carried out from any office of the Insured that is not situated in the United States of America or Canada;

provided that this exclusion shall not apply if there was no reasonable basis for the Insured to believe or suspect there was any prospect of such proceedings arising from the Professional Business carried out;

where there is cover available under this policy because the proviso has disapplied this Exclusion E2, then (but only to the extent of such cover) the terms of this insurance shall be modified as follows:

- (a) Defence Costs shall be included within the limit of indemnity under clause C1.1 (and accordingly clause C1.2 shall be deleted);
- (b) the Insurer shall not be liable for punitive or exemplary damages;
- (c) the Insurer shall not be liable for seepage, pollution or contamination of any kind;
- (d) the Insurer shall not be liable for any violation of:
- any responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act 1974 or any amendment thereto;
  - any of the provisions of the Securities Act 1933, the Securities Exchange Act 1934 or any similar federal or state law;
  - the Racketeer Influenced and Corrupt Organisations Act 18 USC Section 1961 et seq and any amendments thereto or any rules or regulations promulgated thereunder;
- E3 by any person in respect of a contract of service that such person is, has been or has made an application to be under with the Insured;

- E4 for death of or bodily injury to or psychological injury, emotional distress or anguish, shock, sickness or disease of any person; provided that this exclusion shall not apply to any Claim for psychological injury, emotional distress or anguish or shock which arises from any actual or alleged breach of duty in the performance of (or failure to perform) Professional Business;
- E5 for physical loss of or damage to property; provided that this exclusion shall not apply to any Claim for loss of or damage to property which arises from any actual or alleged breach of duty in the performance of (or failure to perform) Professional Business;
- E6 arising directly or indirectly from the ownership, possession or use by the Insured of land, buildings, aircraft, watercraft, vessels or mechanically propelled vehicles;
- E7 arising out of any:
- (a) Claim; or
  - (b) circumstance
- which has been notified under any other policy of insurance attaching prior to the inception of this policy;
- E8 if the Insured seeking indemnity for such Claim has committed or condoned any dishonest or fraudulent act or omission that is material to the amounts payable as a result of such Claim;
- provided that:
- (a) this exclusion will not take effect unless and until such Insured admits to Insurers that such Insured did commit or condone such dishonest or fraudulent act or omission, or a final and unappealable judgment or adjudication establishes that such Insured committed or condoned such dishonest or fraudulent act or omission;
  - (b) in the event that this exclusion does take effect, then the Insured against whom it does so take effect shall reimburse Insurers for any Defence Costs paid to such Insured in relation to such Claim prior to the exclusion applying;
  - (c) any monies which the Firm is entitled to retain as a result of the conduct of an Insured against whom this exclusion takes effect, which would otherwise have been paid or payable to such Insured, shall be deducted from any amount payable under this policy to such Firm; and
  - (d) for the purposes of applying this exclusion, no dishonest or fraudulent act or omission shall be imputed to a body corporate unless it was committed or condoned by, in the case of a company, all directors of that company, or in the case of an LLP, all members of that LLP; or to a partnership unless it was committed or condoned by all of the partners;
- E9 arising out of or in connection with any trading losses or trading liabilities incurred by any business managed by or carried on by the Insured, but this exclusion shall not apply to any claims made against the Insured for negligence in the normal course of their conduct of any receivership or procedures under (as applicable) the Insolvency Act 1986, the Bankruptcy & Diligence (Scotland) Act 2007, the Insolvency (Northern Ireland) Order 1989 or in the Republic of Ireland any receivership or insolvency

procedures under the Companies Acts 2014 or the Bankruptcy Act 1988 or any amendment or re-enactment thereof;

- E10 arising out of the giving of any express or implied warranty or guarantee relating to the financial return of any investment or portfolio of investments;
- E11 directly or indirectly caused by, or contributed to by, or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or from war, invasions, 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;
- E12 by one Insured against another Insured;
- E13 for any fine or penalty, the multiple part of any damages, exemplary, punitive or aggravated damages;

provided that this exclusion will not apply to:

- (a) any Claim relating to any actual or alleged defamation arising out of Professional Business; and
- (b) exclude or limit any indemnity afforded by clause A2;

- E14 arising from any claim made against an Insured directly or indirectly caused by, resulting from or in any way in connection with terrorism. For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear;

provided that any such exclusion does not exclude or limit any liability of Insurers to indemnify any Insured against civil liability or related Defence Costs arising from any actual or alleged breach of duty in the performance of (or failure to perform) Professional Business;

- E15 arising out of or relating directly or indirectly to or in consequence of seepage, pollution or contamination of any kind, save that this exclusion will not apply to any Claim which arises from any actual or alleged breach of duty in the performance of (or failure to perform) Professional Business;
- E16 for defect in, lack of fitness of or failure to conform with description of goods sold or supplied by the Insured or by any person acting for or on behalf of the Insured;  
  
provided that this exclusion shall not apply in connection with activities covered under clause B17(b);
- E17 arising directly from any liability assumed by the Insured under any express warranty or guarantee unless such liability would have attached to the Insured notwithstanding such express warranty, or guarantee;

- E18 to the extent that payment of such Claim would expose the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America; or
- E19 arising out of any act or omission prior to any Retroactive Date specified in the Schedule, provided always that the Retroactive Date complies with at least the minimum required by the Professional Indemnity Insurance Regulations.