

Difference in Conditions

Whereas each Participating Insurer is allowed, within the terms and provisions of the Insurers' Agreement to use policy wordings not identical with the Approved Minimum Wording, the signatories to the Agreement hereby warrant and agree that the following clauses shall be annexed and incorporated or be deemed to be annexed and incorporated into every PII policy written by Participating Insurers for any Member, Firm or former Firm:

- (a) The insurance provided by this policy shall, notwithstanding any policy wording to the contrary, be, in each and every respect and in respect of each and every claim and in the aggregate, no less favourable and provide no less protection to the Insured than the Approved Minimum Wording (as defined in the Regulations in force at the date of the inception of the policy and on any extension of the policy at the date of such extension). Where the period of insurance exceeds 18 months, the Approved Minimum Wording shall be deemed to incorporate any amendments thereof made subsequent to the inception of the policy, and any reference in Section C of the Approved Minimum Wording to minimum limits of indemnity or maximum amounts of excess shall be deemed to incorporate any amendments to such minimum limits of indemnity or maximum amounts of excess prescribed by the applicable regulations specified in Section C made subsequent to the inception of the policy.
- (b) To the extent that the terms of this policy provide coverage to the Insured that would not be provided by Section A of the Approved Minimum Wording then, notwithstanding any policy wording to the contrary, the indemnity in respect of such coverage shall be in addition to the limit of indemnity provided by the Approved Minimum Wording.
- (c) In any dispute as to whether the insurance under this policy is in any respect or in the aggregate less favourable or gives less protection to the Insured than the Approved Minimum Wording would do, a sole arbitrator (irrespective of the number of parties to the dispute) who shall be agreed between the Insurer and the Insured or failing such agreement shall be selected at the request of either Insurer or Insured by the President for the time being of the Institute of Chartered Accountants in England and Wales/of Scotland/in Ireland (as applicable) shall be appointed to resolve the dispute in accordance with the Arbitration Act 1996. The Arbitrator's decision (which will be based on English law unless the relevant Member's principal place of business is in Scotland, Northern Ireland or the Republic of Ireland, in which case the law of Scotland, Northern Ireland or the Republic of Ireland as the case may be will apply), shall be binding on both Insurer and Insured.