

## **Basis of Cover**

### **Management Liability Insurance for Members of the Institute of Chartered Accountants in England & Wales' Volunteering Community**

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Summarised below is a brief outline of the cover provided by the AXA Management Liability Policy for agreed members of the ICAEW Volunteering Community ('you'). It is intended to provide a summary only for general guidance and does not include all terms, conditions and exclusions of the policy. You are advised to read the policy document in full in order to ensure that you understand the cover provided, a copy of which can be found on the Volunteering Community member section of the ICAEW website.

#### **Policy summary – features and benefits**

When volunteering, providing professional services or trustee work on a pro bono basis there could be times where someone could take issue with the work that you have done or the way that you have acted and seek compensation, whether you are at fault or not. This management liability policy is designed to help members of the ICAEW Volunteering Community to defend any claims arising out of a wrongful act solely in their personal capacity whilst acting for a voluntary group and pay the costs of any valid claim (up to the limit of indemnity). A wrongful act could include:

- Breach of any duty, including fiduciary or statutory duty
- Breach of trust
- Professional negligence, negligent misstatement, misleading statement or negligent misrepresentation
- Defamation
- Civil liability

The policy will cover the following:

- Members acting as a trustee
- Members volunteering in any capacity for a UK charity or not for profit organisation
- Members providing pro bono finance, or any other, services to a UK charity or not for profit.

#### **Limit of liability**

The limit of indemnity is £1,000,000 for any one claim, unless specified separately, including defence costs and investigation costs.

#### **Policy excess**

The policy is not subject to an excess

#### **Policy duration**

1 January 2021 – 31 December 2021 both days inclusive

This is an annually renewable policy.

#### **Policy extensions**

The policy includes the following extensions:

- Costs to pay for a bond to guarantee bail as required by a court of law
- Up to £25,000 towards the investigation of any reported circumstance, including steps to mitigate a potential claim
- Compensation for court attendance up to £250 per day
- Crisis public relations costs arising out of a claim against you
- Up to £100,000 in the aggregate to be paid directly to a provider for schooling, housing utilities, or personal insurances in the event of any interim suspension of personal assets
- Costs arising out of any employment practice claim made by a person employed by the Volunteering Community you are acting for

**Significant exclusions and limitations**

Please refer to the policy wording for all exclusions and conditions of cover that apply. Notable exclusions include:

- Any deliberate or dishonest acts
- Claims directly relating to bodily injury or property damage
- Claims arising out of the operation or administration of a defined benefit pension scheme
- Any investigation, claim or circumstances known prior to the start of the policy
- Any litigation prior to the start of the first purchase of management liability insurance
- Crisis PR claims in excess of £25,000 in respect of negative social media
- Claims which the insurer is prohibited from paying as a result of sanctions

**Fair Presentation of risk**

You have a duty to make a fair presentation of the risk to insurers before the policy starts and before each renewal. Failure to do so might invalidate the policy or result in cover not operating fully. See pages 6 and 7 of the policy for more detail.

**The insurer**

AXA Insurance UK plc

**Law applicable**

The laws of England and Wales apply to this policy.

**Claims notification**

This policy is underwritten on a 'claims made' basis which means that the policy will only respond to claims that are first made against you and notified to the insurer during the policy period.

In the event that you need to make a claim under your policy you should provide full details as soon as possible (or immediately upon receipt of any court order, summons, legal document, investigation, inquest or fatal accident inquiry) to the following:

Marsh Commercial  
Castlemead, Lower Castle Street, Bristol, BS1 3AG  
Tel: 0345 241 1245  
Email: [claims.professions@marshcommercial.co.uk](mailto:claims.professions@marshcommercial.co.uk)

**Other services**

AXA has arranged for radar Ltd to provide legal, regulatory and risk management advice and support included in the policy at no extra cost to you. By combining professional legal representation and specialist advisory services, radar's team can answer your questions, educate your business and assist with any legal and regulatory issues which you could face. Full details of the services provided and the Crisis Helpline available 24/7, 365 days a year are shown in the accompanying leaflet.

### **Crisis public relations advice**

The policy also includes access to crisis public relations advice, provided by PR consultants Chelgate Limited. If you have a claim where PR assistance is required they can be contacted on the following:

Chelgate Limited  
No 1 Tanner Street, London, SE1 3LE  
Tel: 020 7939 7999  
Ask for the AXA claims team

### **Complaints**

- Sometimes things may not go entirely to plan. Both Marsh Commercial and the insurer welcome the opportunity to discuss any concerns that you may have about any aspect of the service you have
- Costs arising out of any extradition proceedings
- Claims against you caused by the operation or administration of any pension scheme, employee benefit scheme or trust fund other than a defined benefit scheme
- Includes claims brought in any jurisdiction (including the USA, subject to conditions)
- Legally permissible defence costs for a manslaughter claim or safety legislation claim against you.
- Claims for pollution against you

Should you wish to discuss a problem please contact Marsh Commercial in the first instance at the following:

Marsh Commercial  
Castlemead, Lower Castle Street, Bristol, BS1 3AG  
Email: [insurance.complaints@marshcommercial.co.uk](mailto:insurance.complaints@marshcommercial.co.uk)

If we are unable to resolve your complaint then this can be referred to AXA at the following:

AXA Insurance, Commercial complaints  
AXA House, 4 Parklands, Lostock, Bolton, BL6 4SD  
Tel: 01204 815359  
Email: [commercial.complaints@axa-insurance.co.uk](mailto:commercial.complaints@axa-insurance.co.uk)

### **Financial Ombudsman Service**

If you remain dissatisfied after the insurer's final written response you may be eligible to refer to the Financial Ombudsman Service (FOS). FOS can only consider the complaint after the insurer's final decision and you have six months to contact them at the following address:

Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Tel: 0800 023 4567 or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Important information**

All policies are subject to terms and conditions as specified in the policy wording and other associated documents.

We have placed the insurance after consultation with the Institute of Chartered Accountants in England and Wales and based upon their instructions only. Terms of coverage, including limits and excess are based upon information provided to us by insurers.

This summary is issued as a matter of information only and confers no right upon a third party other than those provided by the policy. This summary does not amend, extend or alter the coverage afforded by the policy described herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this letter may be issued or pertain, the insurance afforded by the policy described herein is subject to all terms, conditions, limitations, exclusions and cancellation provisions and may also be subject to warranties. Limits shown may have been reduced by paid claims.

We express no view and assume no liability with respect to the solvency or future ability to pay of any of the insurance companies which have issued the insurance.