

# Financial Advisers Professional Indemnity Insurance Cover

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## Policy Summary

This is a summary of the cover only, the full terms and conditions of the cover can be found within the policy wording. Please ensure you read the full policy wording once received, a copy of which is also available on request.

Professional Indemnity Insurance is on a “claims made” basis. Any claims, complaints, formal investigative enquiries and/or proceedings which are protected against are those which are notified within the policy period. Subject to full policy terms and conditions.

### What's covered?

Professional Indemnity insurance protects you and your business from claims by dissatisfied clients.

It will cover the cost of defending a claim as well as settling any damages payable. The limit of indemnity you purchase will cover any damages and/or awards made against you and the legal defence costs. For general insurance activities the legal defence costs are payable in addition to the limit of indemnity you purchase.

### Main cover:

- Civil liability cover – designed to exceed the minimum insurance requirements of FSA
- Wide definition of business including IFAs, insurance brokers, insurance intermediaries, insurance agents, insurance consultants, mortgage brokers and as declared to insurers
- ‘Any one claim’ cover for general insurance activities, otherwise a single annual aggregate limit applies to all claims
- A policy excess is payable in respect of each and every claim/claimant, not applicable to defence costs & expenses unless otherwise amended by specific endorsement
- Cover for losses caused by the financial failure of an insurer and/or institution where the loss arises from a negligent act, error or omission
- Cyber liability cover – your liability arising directly from a hacking attack or virus that has emanated from or passed through your computer systems, and repairing, restoring or replacing your website as the direct result of any hacking
- Current and former businesses for which you are responsible, and including cover for certain acts of Appointed Representatives, employees, locums, consultants, sub-consultants, agents and self-employed persons, without insurers seeking to recover losses from them
- Financial Ombudsman Service Awards
- Cover for your costs incurred with insurers’ consent to mitigate a loss, including cover for your own fees if by trying to claim them from a dissatisfied customer is likely to precipitate a claim against you
- Compensation for court attendance in connection with a claim. A sub-limit applies

- Cover for your costs incurred with insurers’ consent in the event of an investigation by a regulator. A sub-limit applies
- The cost of recreating lost documents and certain other data (but not the value of the information). A sub-limit applies
- Cover for your liability under a joint venture/consortium
- Cover for secondments to another firm or company
- Your unintentional libel, slander and defamation of a third party whilst in the course of your business
- Your unintentional breach of copyright, patent or other intellectual property rights
- 60 days’ automatic acquisitions cover for any firm acquired or created during the policy period, subject to certain conditions

### Principal exclusions

- Any claims or circumstances that have already been notified prior to the inception of this policy
- Fines and penalties
- Employers’ Liability and Employment Practices Liability
- Bodily injury, mental injury, sickness, disease or death of any person or loss of or damage to property
- Express Warranties or Guarantees
- War/terrorism and nuclear risks
- Trading debts
- A claim by or on behalf of any parent, subsidiary or associated company
- Claims arising solely from the supply or manufacture of goods or products
- Depreciation or loss of investments when you have given a performance guarantee or warranty
- Claims brought in the courts of the United States of America or Canada
- Costs incurred preparing a Skilled Persons’ Report or Past Business Review
- In the event of a fraudulent claim by any principal, partner, member or director, then insurers will not pay any claim under the policy and make the Policy void from the date of the fraudulent act without any refund of premium

# Financial Advisers Professional Indemnity Insurance Cover

## General Conditions

- The policy is for the period agreed between you and the insurer at the time the policy is entered into, and is shown on the policy schedule. It is usually twelve months
- Changes in exposure. The information provided by you on the proposal form forms the basis of the contract and the premium and insurance policy will be based on those facts. Any changes in material fact must be notified as soon as possible
- The policy will only cover work done after the retroactive date applied to your cover, which will generally be the earliest date your business started operating

## What we expect from you

The information provided by you on the proposal form or statement of fact is considered to be material information. Material information is information that would influence an Insurer in deciding whether a risk is acceptable and, if so, the premium, terms and conditions to be applied. In addition, the Insurance Act 2015 sets out whose knowledge of material information you must disclose. As an organisation you will be deemed to know all material information that is known to your senior management and those responsible for arranging your insurance, and which should have been revealed by a reasonable search. Your search will need to include information which is held by other persons such as your agents, outside advisers (including lawyers and consultants), suppliers/service providers etc. There are clearly limits to the search you, and we, can carry out. Please talk to your usual Aon adviser if you are in any doubt about what information needs to be disclosed.

You must tell us about any changes in material information as soon as possible.

We would ask that you read all the insurance documentation and understand the cover, exclusions and conditions associated with the policy and comply with the conditions as failure to do so could compromise the cover provided by this insurance policy.

## Claims Guidance

### Making a claim under the policy

In the event that a client expresses any dissatisfaction, even if you disagree with them, or your notice any shortcomings in your work please notify the insurers' agent as soon as possible. Never make any admissions of liability until you speak with them, no matter how minimal the claim may be.

Any notification must be made to:

Collegiate Management Services Limited  
18 Mansell Street, London E1 8FE

t 0844 3814418

e axaclaims@collegiate.co.uk

## About the Insurers

The insurers are:  
AXA Insurance UK Plc  
5 Old Broad Street  
London EC2N 1AD  
United Kingdom

## Financial Services Compensation Scheme

AXA Insurance UK PLC is covered by the Financial Services Compensation Scheme which means that you may be entitled to compensation from the scheme if AXA were unable to meet their obligations. This would depend on the type of business and circumstances of the claim.

## Complaints

The Insurer strives to provide an excellent service to all its customers but occasionally things can go wrong. The Insurer takes all complaints seriously and endeavours to resolve all customers' problems promptly. If the Insured has a question or complaint about this insurance they should contact Aon in the first instance:

Aon UK Limited  
Central Complaints Team  
Briarcliff House  
Kingsmead  
Farnborough GU14 7TE

t 01252 768662

e central.complaints@aon.co.uk

If after taking this action the Insured remains dissatisfied then they may write to the Insurer's Director responsible for Professional Indemnity Insurance, using the contact details for Insurers shown opposite.

If, having taken the above actions, the Insured still remains dissatisfied, they may seek assistance from the Financial Ombudsman Service;

Exchange Tower  
London E14 9SR

t 0300 123 9123

e complaint.info@financial-ombudsman.org.uk  
www.financial-ombudsman.org.uk

The Financial Ombudsman Service only deals with complaints falling within certain criteria. Upon contact, they will be able to advise the Insured whether any dissatisfaction is an eligible complaint that they are able to consider.

Whilst we are bound by the decision of the FOS, you are not. Following the complaints procedure does not affect your right to take legal action.

Any disputes arising from or in connection with this Policy shall be governed by the laws of England and Wales.