



CAUNCE  
O'HARA

THE BUSINESS  
INSURANCE BROKERS

## FREELANCE INSURE

## PROFESSIONAL INDEMNITY

Policy Document

[www.caunceohara.co.uk](http://www.caunceohara.co.uk)

## Protection. To Help You Stay Safe & Thrive

Counce O'Hara & Company Limited was established in 1995 and now ranks as one of the top 100 Independent Brokers in the United Kingdom. From their offices in Manchester they deliver innovative lateral solutions to clients' insurance programs.

Counce O'Hara has been arranging insurance cover for freelance contractors since they came into existence. They understand the marketplace and have been able to offer the breadth and flexibility of cover that is required when insuring many different types of occupations and activities.

Few Insurers understand this risk and we believe we offer value for money insurance policies written on the widest available cover. We are keen on providing the best in customer service and believe our administration and claim paying systems are fast, efficient and reliable.

## Get In Touch

To get a quote or advice about your specific business insurance requirements, please don't hesitate to get in touch with one of our expert advisors today. Call us on 0161 833 2100 or email [schemes@caunceohara.co.uk](mailto:schemes@caunceohara.co.uk)

Counce O'Hara & Co Ltd are authorised and regulated by the Financial Conduct Authority under firms reference number 306183



Royal & Sun Alliance has over 300 years heritage, being established as The Sun in 1710. Royal & Sun Alliance is one of the worlds leading multi-national quoted insurance groups. They have the capability to write business in over 130 countries, with major operations in UK, Scandinavia, Canada, Ireland, Asia, the Middle East and Latin America. Within the UK, Royal & Sun Alliance is the largest commercial lines insurer and includes covering the insurance and risk management needs of a significant number of the FTSE 100 companies. They have full multi-distribution capability, writing business through both brokers and corporate partners

Royal & Sun Alliance's solid credit rating demonstrates their strength:

- Standard & Poors A (stable) 28/02/2014
- A.M. Best A (stable) 26/2/2009
- Moody's A2 (stable) 02/12/2008



**THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. IT NEEDS TO BE EXAMINED THOROUGHLY TO ENSURE IT MEETS THE INSURED'S REQUIREMENTS. IF IT DOES NOT MEET THE INSURED'S REQUIREMENTS CAUNCE O'HARA NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY.**

**ANY FACTS WHICH THE INSURER HAS TAKEN INTO ACCOUNT IN THE ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE, AND ANY SUBSEQUENT CHANGES TO THOSE FACTS, NEED TO BE DECLARED. FAILURE TO DO SO MAY INVALIDATE THE POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF THERE ARE ANY DOUBTS AS TO WHETHER A FACT IS MATERIAL OR NOT, CAUNCE O'HARA NEEDS TO BE CONTACTED WITHOUT UNDUE DELAY.**

Royal & Sun Alliance Insurance plc (herein called the Insurer) and the Insured agree that the Policy the Schedule (including any Schedule issued in substitution) and any Endorsements shall be considered one Document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Statement of Fact or any information supplied by the Insured shall be incorporated in the contract

The Insurer will provide the insurance described in this Policy subject to the terms and conditions for the Period of Insurance shown in the Schedule and any subsequent period for which the Insured shall pay and the Insurer shall agree to accept the premium

## Who is Covered?

The Insured shall include the following persons but only in respect of work undertaken for and on behalf of the Insured

- 1 Any Person who at any time is has been or may become during the period of this Insurance a partner or director
- 2 Any Person who is or has been employed under a contract of service including Self Employed persons
- 3 The estates or the legal representatives in the event of the death or incapacity of the Insured or any of the persons defined in 1 or 2 above

### How can a Claim arise?

There are three possible situations under which a claim can be made under this Insurance

- 1 Claims made by third parties against individual contractors directly
- 2 Claims made against the Insured named in the Schedule by third parties arising from work conducted by individual contractors
- 3 Claims made against the Insured named in the Schedule by individual contractors arising from Professional Services provided

## Claim Notification

### Guidance when making a claim

Conditions that apply to the policy and in the event of a claim are set out in this policy wording It is important that you comply with all policy conditions and you should familiarise yourself with any requirements contained in the policy

Directions for claim notification are included under Claims Conditions Please be aware that claims and circumstances that might reasonably be expected to produce a claim against you must be notified to us as soon as possible Further guidance is contained in this policy wording

Claims Conditions require you to provide us with any reasonable assistance and evidence that we require concerning the cause and value of any claim Ideally as part of the initial notification you will provide

- Your name, address, and your home and mobile telephone numbers
- Personal details necessary to confirm your identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

This information will enable us to make an initial evaluation of the claim We may however need to request additional information

Sometimes we or someone acting on our behalf may wish to meet with you to discuss the circumstances of the claim or to undertake further investigations

Initially a notification of any claim or circumstances which might reasonably be expected to produce a claim should be sent to

Counce O'Hara Company Ltd  
11th Floor  
82 King Street  
Manchester  
M2 4WQ

Tel 0161 833 2100  
E Mail [info@caunceohara.co.uk](mailto:info@caunceohara.co.uk)

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# Professional Indemnity Insurance

## Terms and conditions

**THIS INSURANCE COVERS CLAIMS FIRST MADE AGAINST THE INSURED (AND IN RELATION TO INSURANCE CLAUSE 3 LOSS OR DAMAGE OCCURRING) AND NOTIFIED TO THE INSURER DURING THE PERIOD OF INSURANCE PLEASE READ THE POLICY WORDING CAREFULLY**

## Definitions

For the purposes of Professional Indemnity Insurance

- 1 **Asbestos Risks** means
  - A) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
  - B) the release of Asbestos Dust
  - C) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials
- 2 **Asbestos** means
 

crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals
- 3 **Asbestos Dust** means
 

fibres or particles of Asbestos
- 4 **Asbestos Containing Materials** means
 

any material containing Asbestos or Asbestos Dust
- 5 **Bodily Injury** means
 

death disease illness or bodily or mental injury
- 6 **Claim** means
  - A) service of a Claim Form Counterclaim Other Additional Claim Application Notice Notice of Appeal Witness Summons or similar legal document including an application for any related injunction or
  - B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or a complaint to an ombudsman or
  - C) a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the Insured or
  - D) any communication in whatsoever form invoking any Pre-Action Protocols contained in the Civil Procedure Rules
- 7 **Contractual Liability** means
  - A) unintentional breach of any written contract to design produce or supply software or hardware by reason of the software or hardware failing
    - 1) materially to conform to any specification forming part of such contract or
    - 2) to meet any implied statutory term concerning quality safety or fitness
  - B) unintentional breach of any duty assumed under a written contract to exercise reasonable care and skill
- 8 **Defence Costs** means
 

all costs and expenses (other than costs incurred in connection with Claims Condition 8B) Dishonesty and Fraud) which are incurred by the Insurer or by the Insured with the Insurer's written consent in connection with the defence investigation or settlement of any Claim made against the Insured and notified under this Insurance and in connection with any circumstances which might give rise to a Claim

The Insurer shall not unreasonably withhold its consent to the incurring of Defence Costs
- 9 **Documents** means
 

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
- 10 **Employee** means
 

any person including any trainee or consultant under a contract of service with the Insured or the Predecessors in respect of the Professional Services at the time of any conduct giving rise to a Claim against the Insured or at the time of any other occurrence which may be the subject of indemnity under this Insurance
- 11 **Endorsement** means
 

an amendment to the Policy Terms and Conditions including amendments described as Memoranda in the Schedule
- 12 **The Insured** means
 

the Insured as named in the Schedule Each of the following parties will in addition be deemed the Insured in respect of Claims arising out of the conduct of the Professional Services provided that each shall be subject to the terms of this Insurance to the extent such terms can apply

  - A) any partner director or Member or former partner director or Member of the Insured or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such partner director or Member or former partner director or Member
  - B) at the Insured's request any Employee or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of civil liability incurred by such Employee
- 13 **Insured's Contribution** means
 

the amount for which the Insured is responsible under Insurance Clauses 1 (Civil Liability) and 2 (Awards by Ombudsmen) of this Insurance in respect of any one Claim including Defence Costs

All Claims attributable to the same act error or omission or series of acts errors or omissions consequent on or attributable to the same original cause or source shall be regarded as one Claim

**14 Insurer** means

Royal & Sun Alliance Insurance plc (No 93792) St Mark's Court  
Chart Way Horsham West Sussex RH12 1XL

**15 Member** means

a member of a limited liability partnership (as defined under  
Limited Liability Partnership Act 2000)

**16 Microchip** means

a unit of packaged computer circuitry manufactured in small-scale  
and made for program logic or computer memory purposes and  
expressly including integrated circuits and microcontrollers

**17 North America** means

the United States of America and Canada and in each case its  
territories and possessions and any state or political sub-division thereof

**18 North American Claim** means

each and every Claim brought against the Insured in North America  
or which is instituted or pursued before an arbitrator or tribunal or in  
courts in North America (whether for enforcement of judgment or  
otherwise) or in which it is contended that the laws of any country  
state or political subdivision in North America should apply

**19 Predecessors** means

any person practice or other firm to which the Insured has succeeded

**20 Professional Services** means

professional services undertaken by or on behalf of the Insured or  
the Predecessors in connection with the Business defined in the  
Schedule

**21 Proposal** means

the online application form the referred activities form the  
Statement of Fact and any declaration completed in respect  
of this Insurance including any renewal declaration and any  
information supplied by or on behalf of the Insured in addition to  
or in substitution for these documents

**22 Statement of Fact** means

the document which provides details of

- A) the Insured and all material information relevant to this  
Insurance
- B) assumptions made by the Insurer about material information

If this information or these assumptions are incorrect the Insured  
must inform the Insurer as soon as possible

**23 System** includes

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

**24 Terrorism** means

an act of any person acting on behalf of or in connection with  
any individual or organisation which carries out activities directed  
towards the overthrowing or influencing by force or violence  
of Her Majesty's government in the United Kingdom or any  
government whether legally established or not

**25 Virus** means

programming code or series of instructions designed to achieve an  
unexpected unauthorised 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

**26 War Risks** means

war invasion act of foreign enemy hostilities (whether war be  
declared or not) civil war rebellion revolution insurrection or  
military or usurped power

## Interpretation

In this Insurance

- 1 the singular includes the plural and vice versa
- 2 the male gender includes the female and neutral genders
- 3 references to any Act or law include any rule order regulation or  
other similar instrument made thereunder and shall include any  
amendment replacement consolidation or re-enactment of such  
Act or law
- 4 any legal references within this Insurance shall include any  
equivalent legal provision in the jurisdiction of ordinary residence  
of the Insured or location of the risk insured provided that such  
jurisdiction falls within the territorial scope of this Insurance
- 5 the use of headings and sub-headings is for ease of reference only  
and is not intended to be construed as an aid to interpretation
- 6 any sentence commencing with the terms "including" or "includes"  
or any similar expression is intended to be construed as illustrative  
and not as exhaustive



## Insurance Clauses

**THE INSURED SHALL SUPPLY THE PROPOSAL AND ANY ADDITIONAL INFORMATION SHALL BE INCORPORATED INTO THE CONTRACT THE INSURER WILL PROVIDE THE INSURANCE DESCRIBED IN THIS POLICY SUBJECT TO THE TERMS AND CONDITIONS FOR THE PERIOD OF INSURANCE SHOWN IN THE SCHEDULE AND ANY SUBSEQUENT PERIOD FOR WHICH THE INSURED SHALL PAY AND THE INSURER SHALL AGREE TO ACCEPT THE PREMIUMS**

### 1 Civil Liability

The Insurer will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in respect of

- A) Claims first made against the Insured and notified to the Insurer during the Period of Insurance in respect of civil liability (including liability for claimant's costs and expenses) incurred in connection with the conduct of Professional Services
- B) Defence Costs incurred by the Insurer or by the Insured with the Insurers's written consent

### 2 Awards by Ombudsmen

The Insurer will indemnify the Insured in accordance with the recommendation of any ombudsman under any recognised ombudsman scheme in respect of

- A) any amount paid or payable
- B) any Defence Costs incurred in taking any steps which the Insured is directed to take by the ombudsman in relation to a claimant

to the same extent as the Insurer is obliged to indemnify the Insured in respect of any civil liability covered under Insurance Clause 1 (Civil Liability)

### 3 Loss of or Damage to Documents

The Insurer will in the event of loss of or damage to Documents occurring in the conduct of the Professional Services and advised to the Insurer during the Period of Insurance 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 £250,000 during the 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 Insurer that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents
- C) the Insurer shall not be liable for loss of or damage to Documents arising directly or indirectly from
  - 1) the transmission or impact of any Virus
  - 2) unauthorised access to a System

### 4 Data Protection Legislation Prosecution Defence Costs

The Insurer will indemnify the Insured for 80 per cent of any reasonable costs and expenses incurred with the prior written consent of the Insurer up to a maximum of £100,000 in the aggregate during the Period of Insurance in addition to the Limit of Indemnity for the defence of any proceedings first brought against the Insured during the Period of Insurance and notified to the Insurer during the Period of Insurance under The Data Protection Act 1998 or similar or successor legislation but only where in the Insurer's reasonable opinion defending such proceedings could protect the Insured against concurrent or subsequent Claim arising from Professional Services undertaken by the insured

### 5 Compensation for Court Attendance

In the event of

- A) the legal advisers acting on behalf of the Insured with the consent of the Insurer requiring any principal partner Member director or Employee of the Insured to attend any court tribunal arbitration adjudication mediation or other hearing as a witness or
- B) the Insurer requesting the attendance of any principal partner Member director or Employee as an interested party at any mediation

in connection with a Claim made against the Insured and notified under this Insurance the Insurer will provide compensation to the Insured at the following rates for each day on which attendance is required

- |  |      |
|--|------|
| A) Any principal partner Member or director of the Insured | £500 |
| B) Any Employee  | £250 |

### 6 Specialist Consultants/Sub Contractors

The Insurer will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in respect of claims first made against the Insured and notified to the Insurer during the Period of Insurance in respect of any civil liability for claims falling within the Insurance Clauses arising out of activities of specialist consultants sub contractors or any other person acting on the Insured's behalf and for whom the Insured are responsible

The Insurer shall become subrogated to all rights of recourse of the Insured and such rights are to be fully maintained by the Insured

### 7 Retroactive Cover

The Insurer will indemnify the Insured up to the Limit of Indemnity specified in the Schedule in respect of claims first made against the Insured and notified to the Insurer during the Period of Insurance in respect of any civil liability for claims falling within the Insurance Clauses incurred in connection with the conduct of the Insured's Professional Services since it commenced



## Limits of Indemnity

- 1 The liability of the Insurer shall not exceed the Limit of Indemnity specified in the Schedule
- 2 Where the Insurer is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this Insurance shall not exceed the Limit of Indemnity
- 3 All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

## Exclusions

The Insurer shall not be liable in respect of

### 1 Adjudication and Arbitration

any Claim arising out of or related to any

- A) decision made against the Insured by an adjudicator who was not independent of the parties to the dispute
- B) adjudication arising from an adjudication clause in a contract which contains timetable provisions for adjudication which are more onerous to the Insured than those contained in the Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996
- C) arbitration award made in respect of any Claim or counterclaim where the seat of the arbitration was located outside England Wales Scotland or Northern Ireland unless that seat was agreed to by the Insurer

### 2 Asbestos Risks

any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving Asbestos Risks

### 3 Bodily Injury to Employees

any liability arising out of Bodily Injury to an Employee arising out of and in the course of his employment for or on behalf of the Insured

### 4 Bodily Injury to Others or Damage to Property

any liability arising out of Bodily Injury to any other person or loss of or damage to property unless arising out of advice design specification or omission to perform a professional duty

### 5 Contractual Liabilities and Guarantees

any Claim arising from any contractual agreement in respect of

- A) any express guarantee given by the Insured including any relating to the period of a project or
- B) any agreement to use more than reasonable care and skill or
- C) any express contractual penalty made between the Insured and a third party or
- D) any acceptance by the Insured of liability for liquidated damages

in so far as liability assumed by the Insured exceeds the amount of the Insured's liability in the absence of such agreement

### 6 Controlling Interest

any Claim made against the Insured by

- A) any entity in which the Insured or any partner Member or director or any combination of partners Members or directors of the Insured exercises or has exercised a controlling interest
- B) any entity exercising a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured

unless such Claim emanates from an independent third party

### 7 Design and Construct/Supply

any Claim arising from

- A) the supply of hardware other than any advice given in connection with its supply
- B) the recommendation of any goods or products where their use is not in accordance with the manufacturer's intended specification

### 8 Directors' and Officers' Liability

any Claim against any Insured in their capacity as a director officer or trustee in respect of the performance or non-performance of their duties as a director officer or trustee

### 9 Dishonesty

any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person

Furthermore no indemnity shall be given to any person committing condoning or knowingly participating in any way in any act or omission of a fraudulent or dishonest nature

### 10 Employment

any Claim arising from any liability to any Employee former employee or prospective employee in respect of employment related libel slander humiliation or defamation wrongful dismissal repudiation or breach of any employment contract or arrangement termination of a training contract or contract of apprenticeship harassment discrimination or like conduct

### 11 Fines Penalties and Punitive Damages etc

any fines penalties punitive exemplary or aggravated damages where such damages have been identified separately within any award of a court or the multiple portion of any multiplied damage award

### 12 Insolvency of the Insured

any Claim arising out of or relating to the insolvency or bankruptcy of the Insured

Provided that this Exclusion shall not apply to any Claim

- A) in respect of monies held on behalf of third parties or
- B) for which the Insured would otherwise be indemnified by this Insurance but for the insolvency or bankruptcy of the Insured

### 13 Insured's Contribution

the Insured's Contribution

**14 North American Jurisdiction and Operations**

- A) damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
- B) the enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside North America of any damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any North American Claim
- C) the operations of the Insured or any principal partner Member director Employee agent branch subsidiary or parent company of the Insured in North America

**15 Nuclear**

loss or destruction of or damage to any property whatsoever or any loss or expense of whatsoever nature resulting or arising therefrom or any legal liability 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

**16 Pollution**

any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind

**17 Previous Claims or Circumstances**

- A) the consequence of any circumstance
  - 1) notified under any insurance which was in force prior to the inception of this Insurance
  - 2) known to the Insured or which should have been known to the Insured at the inception of this Insurance which might reasonably be expected to produce a Claim
- B) any Claim made against the Insured prior to the Period of Insurance

**18 Spite or Reckless Behaviour**

any Claim for libel and slander arising from personal spite or ill will towards any claimant or arising from reckless behaviour

**19 Trading Losses**

any Claim arising out of or in connection with any trading losses or liabilities incurred by the Insured or any business managed by or carried on by the Insured

**20 Transportation or Property**

the ownership use occupation or leasing of mobile or immobile goods or property by or on behalf of the Insured

**21 War and Terrorism**

any Claim arising directly or indirectly out of War Risks or Terrorism

**General Conditions****1 Other Insurance**

If at the time any claim arises under this Insurance the Insured is or would but for the existence of this Insurance be entitled to indemnity under any other policy or policies the Insurer shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected

**2 Choice of Law**

Under the laws of the United Kingdom (England Scotland Wales and Northern Ireland) both parties may choose the law which applies to this contract to the extent permitted by those laws Unless the parties agree otherwise in writing the Insurer has agreed with the Insured that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the Insured is based or if the Insured is based in the Channel Islands or the Isle of Man the law of whichever of those two places in which the Insured is based

The parties have agreed that any legal proceedings between them in connection with this contract will only take place in the courts of the part of the United Kingdom in which the Insured is based or if the Insured is based in either the Channel Islands or the Isle of Man the courts of whichever of those two places in which the Insured is based

**3 Rights of Third Parties**

A person who is not a party to this Insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act

**4 Consumer Credit Termination Clause**

The Insurer reserves the right to terminate the Policy in the event that there is a default in instalment payments under any linked loan agreement

**5 Financial or Trade Sanctions**

The Insurer shall not provide coverage or be liable to provide any indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any prohibition or restriction imposed by law or regulation

If any such prohibition or restriction takes effect during the Period of Insurance the Insured or the Insurer may cancel that part of this Policy which is prohibited or restricted with immediate effect by giving written notice to the other party at their last known registered address

After such cancellation the Insurer shall subject to any applicable minimum premium payment requirements refund a proportionate amount of the premium for the unexpired Period of Insurance provided that

- A) no circumstances that might reasonably be expected to produce a claim under the Policy have been notified to the Insurer by the Insured and
- B) no claims have been paid by the Insurer or have been notified by the Insured and are outstanding

prior to the date on which such prohibition or restriction took effect

## Claims Conditions

### 1 Claims Notification

If during the Period of Insurance the Insured receives any Claim the Insured shall give written notice of such Claim to Caunce O'Hara & Company Ltd as soon as reasonably possible All Claims must be notified to Caunce O'Hara & Company Ltd prior to the expiry of the Period of Insurance

If during the Period of Insurance the Insured becomes aware of any circumstance which might reasonably be expected to produce a Claim against the Insured the Insured shall give written notice of such circumstance to Caunce O'Hara & Company Ltd as soon as reasonably possible irrespective of either the Insured's views as to whether such Claim will succeed or as to whether the amount of the Claim will exceed the Insured's Contribution All circumstances must be notified to Caunce O'Hara & Company Ltd prior to the expiry of the Period of Insurance Any Claim arising from any circumstance notified to Caunce O'Hara & Company Ltd in accordance with this Condition shall be deemed to have been made in the Period of Insurance

### 2 Notification of Adjudications

The Insured shall as a condition precedent to its right to indemnity in respect of any adjudication for which indemnity is available under Insurance Clause 1 (Civil Liability)

- A) notify the Insurer within 2 working days of receipt of any notice of intention to adjudicate notice of adjudication referral notice or any adjudication notice pursuant to contract
- B) not serve any of the notices referred to in Claims Condition 2A) without the prior written consent of the Insurer unless in the Insured's reasonable opinion service of those notices will not give rise to a Claim against the Insured

The Insurer will have no liability under Insurance Clause 1 in respect of any matter which the Insured does not notify to the Insurer in accordance with the requirements of this Condition

### 3 Notification of Reviews by an Ombudsman

The Insured shall as a condition precedent to its right to indemnity under Insurance Clause 2 (Awards by Ombudsmen) give notice to the Insurer in writing within ten working days of it becoming aware that any ombudsman is or will be reviewing a case directly affecting the Insured

The Insurer will have no liability under Insurance Clause 2 in respect of any matter which the Insured does not notify to the Insurer in accordance with the requirements of this Condition

### 4 Supporting Documentation and Admissions

All documents supporting any Claim shall be forwarded to the Insurer immediately on receipt 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 Insurer

### 5 Conduct of Claims

The Insured shall give all such assistance as the Insurer may require The Insurer shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute or bring proceedings in the name of the Insured for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim

### 6 Queen's Counsel Clause

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 Insurer a similar authority) shall advise that such proceedings could be contested with the probability of success

### 7 Disposal of Claims

In connection with any Claims against the Insured the Insurer may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid during the Period of Insurance) or any less amount for which such Claims can be settled and thereupon the Insurer shall relinquish the control of such Claims and be under no further liability in connection therewith

### 8 Dishonesty and Fraud

In respect of any claim made in accordance with this policy arising out of any dishonest or fraudulent act or omission

- A) the Insured must immediately take all reasonable steps to prevent further loss
- B) if the Insurer so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning or knowingly participating in such dishonest or fraudulent act or omission or from the personal representatives of such person
- C) any monies recovered following action as described in 8B) above will be deducted from any amount payable under this Insurance

## Special Benefits

- 1 In the event of the Insurer being entitled to avoid this Insurance from inception or from the time of any variation in cover (including at renewal) the Insurer may at its discretion maintain this Insurance in full force but exclude the consequences of any matter which ought to have been disclosed at inception or at the time of any variation in cover (including at renewal)
- 2 In the event of non-disclosure or misrepresentation at any renewal the Insurer will waive its rights to avoid this Insurance provided that
  - A) the Insured is able to establish to the satisfaction of the Insurer that such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive
  - B) the Premium and terms shall be adjusted at the discretion of the Insurer to those which would have applied had such circumstances been disclosed
  - C) where the Insured should have notified during a preceding Period of Insurance either a Claim made against the Insured or circumstances which could give rise to a Claim and the indemnity or cover to which the Insured would have been entitled was in any way more restricted than that provided at the date of notification the Insurer shall be liable only to the extent applicable during such preceding Period of Insurance

For the purposes of this Special Benefit this Insurance shall be deemed to be a renewal of any immediately preceding Professional Indemnity policy issued by the Insurer under which the Insured was entitled to indemnity

- 3 If the Insured is in breach of Claims Conditions 1 (Claims Notification) or 4 (Supporting Documentation and Admissions) of this Insurance then the Insurer shall not deny any claim but shall firstly apply provision C) in Special Benefit 2 (to the extent applicable) and then where such breach has prejudiced the handling or settlement of any claim reduce the amount payable in respect of such claim (including Defence Costs) to such sum as in the Insurer's reasonable opinion would have been payable in the absence of such prejudice

## Renewal Procedure

Prior to expiry of the Period of Insurance each year Counce O'Hara & Company Ltd will invite renewal and the premium will be based on the information already provided by the Insured. If this information has changed the Insured must advise Counce O'Hara & Company Ltd prior to expiry of the current Period of Insurance and they will recalculate the renewal premium based on the updated information provided.

# Fair Processing Notice

## How we use your Information

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

### Who we are

This product is underwritten by Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc which is a member of the RSA Group of companies (the Group). In this information statement 'we', 'us' and 'our' refers to the Group unless otherwise stated.

### How your information will be used and who we share it with

Your information comprises all the details we hold about you and your transactions and includes information obtained from third parties.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks
- Recover debt
- Prevent and detect crime

We do not disclose your information to anyone outside the Group except:

- Where we have your permission or
- Where we are required or permitted to do so by law or
- To credit reference and fraud prevention agencies and other companies that provide a service to us, our partners or you or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object you will consent to that change.

We will not keep your information for longer than is necessary.

### Sensitive Information

Some of the information we ask you for may be sensitive personal data as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

### How to contact us

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions or you would like to find out more about this notice you can write to Data Protection Liaison Officer, Customer Relations Office, RSA Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

# Complaints Procedure

## OUR COMMITMENT TO CUSTOMER SERVICE

**At Counce O'Hara we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.**

### Step 1

If your complaint relates to your policy or a claim then please contact Counce O'Hara & Company Limited. Their details are:

Post:  
11th Floor 82  
King street  
Manchester M2 4WQ

Email: [info@caunceohara.co.uk](mailto:info@caunceohara.co.uk)  
Phone: 0161 833 2100

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

### Step 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to RSA's Customer Relations Team who will arrange for an investigation on behalf of their Chief Executive. Their contact details are as follows:

Post:  
RSA Customer Relations Team  
P O Box 255  
Wymondham  
NR18 8DP

Email: [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

### Our promise to you

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

### If you are still not happy

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post:  
Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR

Telephone:  
0800 0234567 (free from standard landline, mobiles may be charged)  
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

**Thank you for your feedback**

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.



This scheme is underwritten by  
Royal & Sun Alliance plc ( No 93792 )  
Registered in England and Wales at St Mark's Court, Chart Way, Horsham ,West Sussex RH12 1XL  
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