



Independent Energy Savers Limited

Policy number: 14487897

Insurer: Hiscox

Your documents include:

Policy schedule and statement of fact

Summary of cover

Policy wording

Certificates

PolicyBee 

0345 222 5360
hello@policybee.co.uk

Endorsement

This document confirms what insurance you have with us. Please read it carefully and check its details with your policy wording and statement of fact documents.

Schedule effective date: 21/03/2025

Insurance details

Policy number:	14487897
Period of insurance:	From 11/08/2024 to 10/08/2025 both days inclusive. This policy is a continuing cover policy.
Anniversary date:	11 August
Insured:	Independent Energy Savers Limited
Address:	405 Abergele Road, Old Colwyn, Conwy, LL299PR
Additional insureds:	None
Business:	Retrofit Coordinator

Premium details

Annual premium:	£487.00
Insurance Premium Tax (IPT):	£58.44
Annual total:	£545.44

Summary

General information	
Underwritten by:	Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy.
General terms and conditions wording:	15661-WD-COM-UK-GTCA(4) The general terms and conditions apply to the whole of this policy. Any other conditions are shown in the section to which they apply.

Claims information
<p>If you need to make a claim, you should contact us immediately. If, for some reason you can't get hold of us, try Hiscox's claims team directly on 01206 773 899 (select option one or two as appropriate), 8:30am to 5:30pm Monday to Friday. You will need to provide your full name and contact details, the name of your business or organisation, your address and postcode, the policy reference and circumstances of the claim.</p> <p>Outside of normal business hours, if you require emergency assistance in relation to substantial damage to your property, you can speak to Hiscox's 24-hour emergency assistance team using the telephone number above. Your policy schedule will state if property cover is included in your policy.</p> <p>Hiscox's out-of-hours emergency assistance team operate on a pay-and-claim basis and you will need to have credit card details available as appropriate. Their team will then be able to direct you to essential tradesmen, emergency loss adjusters or disaster management companies in the event of substantial damage.</p> <p>The Important information and contact details section below contains additional information specific to the covers applicable to your policy.</p> <p>If anything happens that might be covered under the policy, you must comply with the obligations set out in General claims conditions, together with the obligations set out under Your obligations in the section or sections under which you are making the claim. It is important that you read the policy for details of its terms in full.</p>

Your covers
This is a summary of each section of your policy. See each section for cover details.

Cover	Limit	Excess	Annual premium (inc IPT)
Professional indemnity	£100,000	£1,000	£545.44
The figures above are in summary only and are not in addition to the amount insured specified against each cover section below.			

Your cover

Section: Professional indemnity

Cover start date	11/08/2024
Insurer	Hiscox Insurance Company Limited
Wording	22535-WD-PROF-UK-SAE(1)
Limit of indemnity	£100,000 each and every claim or loss, excluding defence costs
Excess	£1,000 each and every claim or loss, excluding defence costs
Geographical limits	Worldwide
Applicable courts	Worldwide (excluding United States of America and Canada)

Retroactive cover

Retroactive cover start date	11/08/2017
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Special limits (included within and not in addition to the overall limit above)

Complaints referred to an ombudsman or arbitrator	£250,000 in the aggregate, including all costs
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Additional cover (in addition to the overall limit insured above)

Court attendance compensation: employees	£250 per person, per day
Court attendance compensation: directors and partners	£500 per person, per day
Court attendance compensation: in total	£100,000 in the aggregate
Sustainable suppliers	£25,000 in the aggregate
Pollution (rectification costs)	£100,000 in the aggregate, including all costs
Your own losses: misleading advertising	£25,000 in the aggregate
Incentives and tariffs	£250,000 in the aggregate, including all costs
Professional disciplinary tribunal attendance compensation: directors and partners	£500 per person, per day
Professional disciplinary tribunal attendance compensation: employees	£250 per person, per day
Professional disciplinary tribunal attendance compensation: in total	£10,000 in the aggregate

Crisis containment cover

Wording	9809-WD-PIP-UK-CRI(2)
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Limit of indemnity	£25,000 each and every crisis and in the aggregate
Geographical limits	United Kingdom, the Isle of Man, the Channel Islands and the Republic of Ireland
Outside working hours discretionary crisis mitigation costs	£2,000 each and every crisis and in the aggregate

Endorsements applicable to the whole policy
<p><u>Your broker: PolicyBee</u></p> <p>Your policy is administered and issued by your broker, PolicyBee. Contact them if you need to change your policy, ask a question, or if you think you have a claim.</p> <p>You can call: 0345 222 5360, email: contactus@policybee.co.uk, or write to: 14 Brightwell Barns, Waldringfield Road, Brightwell, IP10 0BJ.</p>
<p><u>Additional Benefit: The Hiscox Risk Academy</u></p> <p>The Hiscox Risk Academy provides an interactive learning and information management system and assessment centre for you and your employees. Setting up your account is simple, just visit https://riskacademy.hiscox.co.uk/.</p>

Important information and contact details

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name	Hiscox Underwriting Limited
Registered address	22 Bishopsgate, London, EC2N 4BQ, United Kingdom
Company registration	Registered in England number 02372789
Status	Authorised and regulated by the Financial Conduct Authority

Insurers

These insurers provide cover as specified in each section of the schedule.

Name	Hiscox Insurance Company Limited
Registered address	22 Bishopsgate, London, EC2N 4BQ, United Kingdom
Company registration	Registered in England number 00070234
Status	Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

Commercial assistance and legal advice helpline:

This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.

This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:

Employment
Prosecutions
Discrimination in the workplace
Health & safety
European law

Helpline number: +44 (0)800 8402269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Limited, as a service for eligible Hiscox policyholders.

Crisis containment:

Crisis line contact number (24 hours): +44(0)800 8402783 / +44 (0)1206 711796

Crisis containment provider: Hill & Knowlton Strategies Ltd

During office hours, the call will be answered by Hiscox. Outside of normal opening hours, your call will be answered by Hill & Knowlton Strategies Ltd.

If you first become aware of a crisis outside of working hours, you must notify us of the crisis as soon as possible within working hours by telephoning +44(0)800 8402783 or +44 (0) 1206 711796.

Statement of fact

You must read this Statement of Fact carefully and check that all of the information is true, complete and accurate. Please note that some of the information may have been assumed by us.

If any of the information in the Statement of Fact is not true, complete and accurate, you must let us know before cover starts. You must also let us know if, after cover has started, any of the information is or is likely to become no longer true, accurate and complete. In each case, we will let you know whether it affects the terms of the cover.

You must also let us know if at any point you exceed, or are likely to exceed, any of the maximum allowable amounts shown below.

Provided the information is, and remains, true, complete and accurate, and you do not exceed any of the maximum allowable amounts, we do not require you to provide any additional information and you will have complied with your obligations under General Conditions 1 and 3 in the General terms and conditions.

If any of the information is not, or no longer remains, true, accurate and complete, and you do not tell us, it could affect the validity of the policy or our ability to pay a claim.

Continuing cover: Maximum allowable amounts

Category	Declared amount	Maximum allowable
Turnover	£750,000	£1,125,000

Continuing cover: Your statements and answers

You and your business

We asked you	You answered
What is your organisation's business description?	Retrofit Coordinator
Have you or any of your directors or partners: <ul style="list-style-type: none"> • Been declared bankrupt or insolvent either in a personal capacity or in connection with a business liability • Been convicted of, or charged with, a criminal offence other than a conviction spent under the Rehabilitation of Offenders Act 1974 • Had an insurance policy cancelled by the insurer • Ever suffered any claim or loss that would fall within the scope of this insurance 	No
Are you aware of any shortcoming, complaint, client withholding payment, or incident that might result in a loss or a claim being made against you?	No
Does all of the information previously provided to us by you or on your behalf remain true, complete and accurate, and does it remain a fair presentation of the risk to be insured?	Yes
Do you work outside the UK or under non UK-law contracts?	No

Professional indemnity insurance

We asked you	You answered
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Is any of your work related to asbestos or nuclear activities?	No
Is any of your work in relation to construction including wind farms, solar panels or geotechnical consultancy?	No
Do you work, have you worked, or do you plan to do any work in respect of the Green Deal initiative (as defined by the Energy Act 2011)?	No

Your Hiscox insurance

These documents summarise the key information about your insurance. Included are details on things like cancelling your insurance and what to do if you have a claim. You won't find the terms and conditions here, though, and these documents aren't part of your insurance contract.

If there's anything here you're not sure about, please email contactus@policybee.co.uk or call us on 0345 222 5360, Monday to Friday, 9-5.

Your obligations

We've based your insurance and how much it costs on the details you've given us. It's up to you to make sure those details are right. If you're not sure we have the right information about you and your business - either now or in the future - please call us.

It's important to bear in mind:

- It's your responsibility to make sure we have all relevant material information about your business and what it does. If we don't, claims you make might not be covered or the amount paid might be reduced.
- If you knew, or reasonably ought to have known, about something that was likely to result in a claim and you didn't tell us about it before this insurance started, that claim won't be covered.
- Not telling us about material changes to your business while you have this insurance could mean claims might not be covered or the amount paid might be reduced.

Policy length

Your policy length and type is noted on your schedule. If you see the words 'continuing cover', it means your policy renews automatically every 12 months without you having to do anything (assuming no material changes to your business).

If your schedule doesn't say 'continuing cover', you have an annual policy. This means your cover stops after 12 months and you have to renew it. We'll be in touch before your renewal date to remind you, check your details and – if you're happy to renew – take payment.

The insurer

Your policy is underwritten by Hiscox Underwriting Limited on behalf of Hiscox Insurance Company Limited.

Retroactive dates

Work started or completed before your policy's start date isn't covered unless you've given us a retroactive date. Effectively, this backdates your cover to a time before your insurance starts.

Note that you're only ever covered up to that point. Claims arising from work you did before your retroactive date aren't covered.

Claims made cover

Applies to all insurance except: public liability insurance, employers' liability insurance.

With this type of policy, cover must be in place when a claim is notified. You cannot make a claim if the policy has lapsed or been cancelled - even if the incident that gives rise to the claim occurred whilst the policy was in force.

Claims occurring cover

Applies to: public liability insurance, employers' liability insurance.

This policy will only respond to claims arising from incidents and accidents that occur within the policy period.

Cancellations

If you change your mind about having this insurance, cancel within 14 days of buying it and you'll get a full refund.

If you don't cancel within 14 days, we ask for 30 days' notice instead. You'll get a pro rata refund.

If we or the insurer cancels your policy, you'll get the same 30 days' notice and any surplus premium refunded. However, 30 days' notice doesn't apply if the policy's cancelled due to a non-paid Direct Debit – in those cases the policy's cancellation date will be the last payment date.

Dealing with claims - your part

When it comes to claims, speed is everything. You should get in touch as soon as you're aware of any incident or event that

could lead to a claim. This includes a mistake or shortcoming in your work, a client criticising your work (even if you don't agree), or a client withholding payment because they're not happy with your work.

It pays to get us and your insurer involved as quickly as possible. Not just because we and your insurer know what to do, but also because it's a condition of your cover. 'Late notification' is a common reason for insurers not paying claims.

In any circumstances, without your insurer's prior written agreement, you mustn't:

- Admit liability
- Offer a settlement or course of action to resolve the situation
- Enter negotiations with the aggrieved party
- Appoint a solicitor or other specialist

Failure to comply with these conditions means your insurer can and probably will refuse to pay all or part of your claim.

Dealing with claims - our part

You buy insurance so you have financial, legal and moral support if something goes wrong. For those reasons, we've made dealing with claims our priority.

In order that you get the cover you've paid for, we have various processes, measurements and safeguards in place to make sure your claim is top of the to-do list. We commit to keeping you informed every step of the way, and to fight your corner if needs be. We always act for you, not the insurer.

Complaints

We'll do our best to resolve your complaint as quickly as possible. In some cases we may need to involve your insurer and we'll let you know if that happens.

If you don't agree with our decision, we'll put you in touch with the Financial Ombudsman Service (FOS). The FOS is an independent organisation that settles disputes between consumers and financial services companies.

Professional indemnity insurance for sustainability and environmental

Your policy wording: 22535-WD-PROF-UK-SAE(1)

What are you covered for?

Professional indemnity insurance covers you for compensation you have to pay to your clients or any other third parties as a result of problems with your work. When a claim is made, Hiscox will pay the amount that you have to pay in compensation, as well as the legal defence costs incurred.

You're covered for:

- Negligence or breach of duty to use reasonable care and skill: if you fail in a duty of care to your client, perhaps giving incorrect advice or making a mistake in your work.
- Your advertising or branding: mistakes such as inadvertently defaming or infringing on the copyright of a third party.
- Infringement of intellectual property rights like copyright or trademark.
- Defamation: libel and slander.
- Work undertaken on your behalf by sub-contractors or outsourcers.
- Work undertaken by you in the name of a joint-venture.
- Dishonesty of your employees, sub-contractors and outsourcers.
- Fraudulent or criminal provision of environmental certificates by certificate provider.
- Your client's failing to receive expected financial incentive or financial support or incentivised, special or enhanced tariff rate as a result of your failure to use reasonable care and skill

Hiscox will also pay your reasonable and necessary costs:

- If you are subject to an official examination, inquiry or proceeding, including criminal proceeding.
- To avoid or reduce the severity of a claim.

Hiscox will also pay your direct losses suffered as a result of:

- Defending against an investigation brought against you by the Competition and Markets authority or the Advertising Standards Agency for potentially misleading environmental or social responsibility credentials that are included in your advertising.
- Additional costs you incur to expedite a replacement sustainability supplier as a result of a covered claim.
- Infringement of your copyright: cover for legal costs to help you pursue a claim.

Your policy may also reimburse you for fees that your client refuses to pay if Hiscox believe this is likely to prevent a future claim against you for a greater amount.

Your policy also includes crisis containment insurance which gives you the use of public relations experts to limit the potential damage to your reputation during a claim.

What's not covered?

Your policy will not pay for claims or losses arising from:

- Pollution or contamination, unless arising from your breach of a duty of care, however there are certain categories of claim which Hiscox will not pay for in any event.
- Any bodily or mental injury or death, unless arising from your breach of a duty of care to use reasonable care and skill.
- The ownership, use or possession of any land, building, animal or vehicle.
- The loss, destruction or damage to tangible property, unless arising from your breach of duty to use reasonable care and skill.
- Your supply, manufacture, sale, installation or maintenance of any product, unless arising from your breach of duty to use reasonable care and skill.
- Anything which was likely to lead to a claim and which you knew about before the policy started.
- Any contractual terms which make you responsible for losses that you would not be responsible for if the term did not exist.
- Any breach of your obligations as an employer.
- Any discrimination, harassment or unfair treatment, unless arising from your breach of duty to use reasonable care and skill.
- Defective workmanship or the supply of defective materials by you or your sub-contractors or outsourcers.
- Work performed by a specialist, designer or consultant working for you as a sub-contractor, unless you have taken reasonable steps to ensure they maintain professional indemnity and there is a written contract in place between you and them.
- Terrorism, civil commotion, strikes, war, communicable disease or nuclear risks; including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to such an incident.
- A cyber attack, hacker or social engineering communication; including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to a such an incident.
- Any negligent act, error or omission in the operation or maintenance of computer or digital technology such as development, installation, patching or upgrading.
- The failure or interruption of the service provided by internet, cloud services telecommunications, utilities or other infrastructure providers.
- The processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. Hiscox will pay such claims where they arise from your performance of a business activity and which is not otherwise excluded. Subject to the limit shown in the schedule.

Please read the policy for details of its terms in full.

How much are you covered for?

The level of cover you select is the maximum the policy will pay out for any one claim. This means you could make more than one claim up to the maximum you're covered for. In addition, you're also covered for the legal costs of defending a claim against you, up to the level of cover you select.

How much excess do you have to pay?

You'll pay £1,000 towards claims, and nothing towards defence costs. This means that if a claim against you is successfully defended, it won't cost you a penny. Your policy schedule may state special excesses depending on type and origin of claim.

Geographical cover and jurisdiction

You're covered to work anywhere in the world. Claims made against you under US and Canadian law are not covered unless stated in your policy schedule.

22535-WD-PROF-UK-SAE(1)

Hiscox Business Insurance Cover included summary

Below is a list of the full range of Hiscox business insurance that we can offer you, those covers you already have are highlighted. If you're interested in any of the covers you don't currently have, please call us on 0345 222 5360 for a quote.

Professional indemnity insurance - *included in your policy*

Professional indemnity insurance protects you against claims made by dissatisfied clients. It covers both the legal costs involved in defending you and any compensation or awards you're liable to pay.

Cyber liability insurance - *not included in your policy*

Cyber liability insurance covers your own losses arising from cyber or data incidents as well as claims made against you arising from your cyber or data liability.

Management liability insurance - *not included in your policy*

Management liability insurance protects the owners, directors and managers of your business against the risks associated with the decisions and actions they take while running it.

Public and products liability insurance - *not included in your policy*

Public and products liability insurance protects you against claims made by third parties for injuries or property damage.

Employers' liability insurance - *not included in your policy*

Employers' liability insurance protects you against claims made by your employees for illnesses and injuries they suffer at work. It's a legal requirement for any UK company with employees.

Property - contents insurance - *not included in your policy*

Contents insurance protects you when the business equipment at your insured premises are lost, damaged or stolen.

Property - portable equipment insurance - *not included in your policy*

Portable equipment insurance protects you when your business equipment is accidentally lost, damaged or stolen while away from your insured premises.

Property - equipment breakdown insurance - *not included in your policy*

Equipment breakdown insurance protects you when the business equipment at your insured premises suffers a breakdown.

Property - buildings insurance - *not included in your policy*

Buildings insurance covers the cost of rebuilding or repairing your office if it's damaged.

Property - business interruption insurance - *not included in your policy*

Business interruption insurance protects you when you are unable to carry out some or all of your activities due to an unforeseen interruption, which results in a financial loss to you.

Legal protection insurance - *not included in your policy*

Legal protection insurance covers the cost of defending your company's legal rights in cases of commercial complaints and disputes. Areas covered include tax, property and employment issues.

Personal accident insurance - *not included in your policy*

Personal accident insurance provides a lump sum to help keep your business going if you or an employee are physically injured and can no longer work. It covers the costs of drafting in extra pairs of hands, as well as the costs of retraining people.

HR Solutions - *not included in your policy*

HR Solutions is a service offering employment-related advice and support, as well as useful templates and guides.



Professional insurance portfolio

Policy wording

A seamless integrated insurance solution for professionals.

Please read this policy wording, together with any **endorsements** and **your** schedule, very carefully and keep them in a safe place. If anything is incorrect or changes, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

Ben Horton

Executive Director, Hiscox Underwriting Ltd
Chief Underwriting Officer, Hiscox UK

Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations
The Hiscox Building
Peasholme Green
York YO1 7PR
United Kingdom

or by telephone on +44 (0)800 116 4627 or +44 (0)1904 681 198
or by email at customer.relations@hiscox.com

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service to review **your** case. This does not affect **your** legal rights.

Address:
Financial Ombudsman Service
Exchange Tower
London E14 9SR

Telephone: 0800 023 4567 or +44 20 7964 0500 from outside the United Kingdom

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

If you contact them or us, please quote the policy number shown in your policy schedule.

General terms and conditions

General definitions	<p>We use some words throughout this policy with the same meaning wherever they appear. These are shown in bold type and we explain what they mean below.</p> <p>Any other definitions when used in particular sections of the policy are shown in bold and have the same meaning whenever they appear in that section. We explain what they mean in the 'Special definitions' section of that part of the policy.</p>
Artificial intelligence	<p>Any machine learning, logical, statistical or other algorithm in computer or digital technology that can:</p> <ol style="list-style-type: none">1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or2. adapt or vary its operation proactively, or in response to inputs.
Asbestos risks	<ol style="list-style-type: none">1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or2. exposure to asbestos, asbestos fibres or materials containing asbestos; or3. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.
Business	<p>Your business or profession as shown in your schedule.</p>
Civil commotion	<p>Where 12 or more persons are present together, whether in a public or private place, with a common purpose (which may be inferred from conduct):</p> <ol style="list-style-type: none">1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or2. which causes a person of reasonable firmness, had such person been present at the scene, to fear for their safety. For the purposes of this definition, no person of reasonable firmness need actually be, or be likely to be, present at the scene.
Communicable disease	<p>Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.</p>
Computer or digital technology	<p>Any programs, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.</p>
Computer or digital technology error	<p>Any negligent act, error or omission by anyone in the:</p> <ol style="list-style-type: none">1. creation, handling, entry, modification or maintenance of; or2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, <p>any computer or digital technology.</p>
Confiscation	<p>Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.</p>
Cyber attack	<p>Any digital attack or interference, whether by a hacker or otherwise, attempting or resulting in:</p> <ol style="list-style-type: none">1. access to;2. extraction of information from;3. disruption of access to or the operation of; or4. damage to: <p>any data or computer or digital technology, including but not limited to any:</p>

- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

Endorsement	A change to the terms of the policy .
Excess	The amount you must bear as the first part of each agreed claim or loss.
Geographical limits	The geographical area shown in your schedule.
Hacker	Any artificial intelligence , entity or person, including any employee of yours , who gains or attempts to gain unauthorised access to or use of any: <ol style="list-style-type: none"> 1. computer or digital technology; or 2. data held electronically by you or on your behalf.
Nuclear risks	<ol style="list-style-type: none"> 1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination; 2. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above; 3. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The time for which this policy is in force as shown in your schedule.
Personal data	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
Policy	This insurance document and your schedule, including any endorsements .
Program(s)	Code or instructions which tell computer or digital technology how to process data or interact with ancillary equipment, systems or devices.
Social engineering communication	Any request directed to you or someone on your behalf by any artificial intelligence , entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property to which such third-party is not entitled.
Solar weather	Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.
Terrorism	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"> 1. is committed for political, religious, ideological, racial or similar purposes; and 2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and <ol style="list-style-type: none"> a. involves violence against one or more persons; or b. involves damage to property; or c. endangers life other than that of the person committing the action; or d. creates a risk to health or safety of the public or a section of the public; or e. is designed to interfere with or to disrupt an electronic system.
War	War (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.
We/us/our	The insurers named in your schedule.
You/your	The insured named in the schedule.

General conditions	The following conditions apply to the whole of this policy . Any other conditions are shown in the section to which they apply.
Presentation of the risk	1. In agreeing to insure you and in setting the terms and premium, we have relied on the information you have given us . You must provide a fair presentation of the risk and must take care when answering any questions we ask by ensuring that all information provided is true, accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which you (including your senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.
If you fail to make a fair presentation	<p>2. a. If we establish that you deliberately or recklessly failed to present the risk to us fairly, we may treat this policy as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us and we will be entitled to retain all premiums paid.</p> <p>b. If we establish that you failed to present the risk to us fairly but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you made a fair presentation of the risk, as follows:</p> <p>i. if we would not have provided this policy, we may treat it as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us. We will refund any premiums you have paid; or</p> <p>ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the start of the period of insurance. This may result in us making no payment for a particular claim or loss. You must reimburse any payment made by us that we would not have paid if such terms had been in effect.</p>
Change of circumstances	3. You must tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy (a material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance). We may then change the terms and conditions of this policy or cancel it in accordance with the cancellation condition.
If you fail to notify us of a change of circumstances	<p>4. a. If we establish that you deliberately or recklessly failed to:</p> <p>i. notify us of a change of circumstances which may materially affect the policy; or</p> <p>ii. comply with the obligation in 1. above to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances;</p> <p>we may treat this policy as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. You must reimburse all payments already made by us relating to claims made or losses occurring after such date. We will be entitled to retain all premiums paid.</p> <p>b. If we establish that you failed to notify us of a change of circumstances or to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances, but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you fairly presented the change of circumstances to us, as follows:</p> <p>i. if we would have cancelled this policy, we may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. You must reimburse any payments already made by us relating to claims made or losses occurring after such date. We will refund any premiums you have paid in respect of any period after the date when cancellation would have been effective; or</p> <p>ii. if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the date when your circumstances changed. This may result in us making no payment for a particular claim or loss.</p>
Reasonable precautions	5. You must take reasonable steps to prevent accident or injury and to protect your property against loss or damage. You must keep any property insured under this policy in good condition and repair. We will not make any payment under this policy in respect of any

incident occurring whilst **you** are not in compliance with this condition unless **you** can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.

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| Premium payment | 6. We will not make any payment under this policy until you have paid the premium. |
| Cancellation | <p>7. You or we can cancel the policy by giving 30 days' written notice. We will give you a pro-rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid. However, we will not refund any premium:</p> <p>a. under £20; or</p> <p>b. if we have accepted any notification of any claim, potential claim or loss before the cancellation takes effect.</p> <p>If we have agreed that you can pay us the premium by instalments and we have not received an instalment 14 days after the due date, we may cancel the policy. In this event, the period of insurance will equate to the period for which premium instalments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.</p> |
| Multiple insureds | <p>8. The most we will pay is the relevant amount shown in your schedule.</p> <p>If more than one insured is named in your schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in your schedule, or if there is more than one insured named in your schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.</p> |
| Aggregate limit | 9. Where a section of this policy specifies an aggregate limit, this means our maximum payment for all relevant claims or losses covered under that section of your policy during the period of insurance . |
| Rights of third parties | 10. You and we are the only parties to this policy . Nothing in this policy is intended to give any person any right to enforce any term of this policy which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999. |
| Other insurance | 11. We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected. If such other insurance is provided by us the most we will pay under this policy will be reduced by the amount payable under such other insurance. |
| Cover under multiple sections | 12. Where you , including anyone within the meaning of 'you' or 'insured person' in any section of the policy , are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, we shall only provide cover under one section of the policy , being the section that provides the most advantageous cover to you or the party entitled to cover. |
| Governing law | 13. Unless some other law is agreed in writing, this policy will be governed by the laws of England. |
| Arbitration | 14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force. |
| Non-admitted | 15. This policy is negotiated and made in the United Kingdom between you and us . We are authorised to conduct insurance business in the United Kingdom and in certain other jurisdictions. You acknowledge that no solicitation for the policy has been made by us outside of the United Kingdom, that unless otherwise agreed in writing the policy is subject to English Law and jurisdiction and that claims are payable in the United Kingdom. You acknowledge that any applicable local taxes outside of the United Kingdom, Channel Islands, Isle of Man, Gibraltar, the European Economic Area, or other jurisdiction in which we have informed you that we are authorised to conduct insurance business, will be paid by you directly to the appropriate authority. |

Several liability

16. This clause applies if more than one insurer and/or a Lloyd's syndicate is party to this **policy**.

The liability of an insurer or syndicate under this **policy** is several and not joint with any other insurers or syndicates party to this **policy**. An insurer is liable only for the proportion of liability it has underwritten. **We** will provide **you**, on request, with details of the insurers/syndicates who are party to this **policy** and the proportions of liability they have underwritten.

Sanctions

17. **We** shall not be deemed to provide cover and shall not be liable to pay any claim or loss or provide any benefit under this **policy** to the extent that the provision of such cover, payment of such claim or loss or provision of such benefit would expose **us**, or would in **our** reasonable view give rise to any appreciable risk of exposing **us**, 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, United States of America, or of any other relevant jurisdiction.

General claims conditions

The following claims conditions apply to the whole of this **policy**. **You** must also comply with the conditions shown in each section of the **policy** under the heading **Your obligations**.

Your obligations

1. **We** will not make any payment under this **policy** unless **you**:
 - a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy** in accordance with the terms of each section; and
 - b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.
2. **You** must:
 - a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
 - b. give **us** all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **policy**, in **your** name but at **our** expense.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

Fraud

3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:
 - a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
 - b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
 - c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
 - d. **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

4. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

General exclusions

The exclusions set out below apply to each and every section of this **policy** and shall not be varied by any other provision in this **policy**. Where the exclusions below are not consistent with any other provision in this **policy**, these exclusions apply and shall override the inconsistent provision.

In addition, other exclusions apply to this **policy** and these are included in the particular sections of the **policy** to which they apply.

1. We will not make any payment for any damage, loss, cost, expense or claim directly or indirectly caused by, contributed to by, resulting from or in connection with:
 - a. **solar weather**;
 - b. any fear or threat of 1.a.; or
 - c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 1.a.

Professional indemnity for sustainability and environmental Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section. Please check **your** schedule and **your** policy wording carefully.

Cover under this section is given on an each and every claim or loss basis unless **your** schedule or the special limits in **How much we will pay** below state that the limit of indemnity applies in the aggregate. Please check **your** schedule and **your** policy wording carefully. **Your schedule** will also state whether defence costs are included within the limit of indemnity.

Special definitions for this section

Advertising or branding	Advertising, branding, including your company name, trading name and any web domain name, publicity or promotion in or of those of your products or services that expressly fall within your business activity .
Applicable courts	The courts of competent jurisdiction in those countries stated as the applicable courts in your schedule.
Business activity(ies)	The activity(ies) stated in your schedule, which you perform in the course of your business .
Certificate provider	Any third party which provides, supplies, sells or trades environmental certificates or provides accreditation for any renewable energy scheme, emissions trading scheme, carbon offsetting or any similar, predecessor or successor scheme or initiative.
Claim	Any written assertion of liability, any written demand for financial compensation, or any written demand for injunctive relief first made against you within the applicable courts .
Client	Any person or entity with whom you have engaged or contracted to provide services or deliverables that expressly fall within your business activity .
Defence costs	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim but not including any overhead costs, general business expenses, salaries, or wages incurred by you or any other person or entity entitled to coverage under this section.
Employee	An individual performing employment duties solely on your behalf in the ordinary course of your business activity and who is subject to your sole control and direction and to whom you supply the instruments and place of work necessary to perform such business activity . You and your sub-contractors and outsourcers will not be treated as employees under this section.
Environmental certificate	Any carbon offset credits or certificates, energy efficiency certificates or any similar certificate, instrument or commodity.
Joint ventures	A commercial arrangement that you are a member of, with at least one other party, created for the purpose of profit sharing.
Loss	Any financial harm caused to your business .
Pollutants	Any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic or hazardous substance or contaminant, including but not limited to asbestos, lead, smoke, vapour, dust, fibres, mould, spores, fungi, germs, soot, fumes, acids, alkalis, chemicals and waste. Such waste includes, but is not limited to materials to be recycled, reconditioned or reclaimed.
Pollution	Any pollution or contamination, including from noise, electromagnetic fields, radiation, radio waves and any pollutants .
Potential claim	Anything likely to lead to a claim covered under this section.
Retroactive date	The date stated as the retroactive date in your schedule.



Subsidiary(ies)

An entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar:

1. which **you** own more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the **period of insurance**; or
2. which **you** acquire or create during the **period of insurance** where the entity's turnover for the 12-month period leading up to the date of acquisition is:
 - a. less than 20% of **your** turnover;
 - b. not more than £5,000,000;
 - c. claims free for the last three years prior to the date of acquisition; and
 - d. free from any circumstances that might lead to a claim,

and the entity's **business activity** is the same as **yours**.

An entity in which **you** no longer own more than 50% of the book value of the assets or of the outstanding voting rights is not included in this definition.

You/your

Also includes any person who was, is or during the **period of insurance** becomes **your** partner, director, trustee, in-house counsel or senior manager in actual control of **your** operations.

What is covered

A.

Claims against you

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, any party brings a **claim** against **you** for any actual or alleged:

Negligence

1.
 - a. negligence or breach of any duty to use reasonable care and skill;
 - b. negligent loss of or physical damage to any third-party tangible document for which **you** are responsible; or
 - c. negligent misstatement or negligent misrepresentation;

Intellectual property infringement

2. intellectual property infringement (but not any patent infringement or trade secret misappropriation) including but not limited to:
 - a. infringement of copyright, trademark, trade dress, publicity rights, moral rights or design rights;
 - b. cyber-squatting violations;
 - c. any act of passing-off; or
 - d. misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork;

Breach of confidentiality

3. breach of any duty of confidence, invasion of privacy, or violation of any other legal protections for personal information;

Defamation

4. defamation, including but not limited to libel, slander, trade libel, product disparagement, or malicious falsehood;

Dishonesty

5. dishonesty of **employees**, or sub-contractors or outsourcers directly contracted to **you** and under **your** supervision; or

Civil liability

6. any other civil liability;

unless excluded under **What is not covered** below, **we** will indemnify **you** against the sums **you** have to pay as compensation, including any liability for claimants' legal costs and expenses.

We will also pay **defence costs** but **we** will not pay costs for any part of a **claim** not covered by this section.

Pollution

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, a **client** brings a **claim** against **you** for any negligence or a duty to use reasonable care and skill which has resulted in, caused or

otherwise contributed to any **pollution**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will also pay **defence costs** but we will not pay costs for any part of a **claim** or **potential claim** not covered by this section.

Certificate providers

If during the **period of insurance**, as a direct result of **your business activity** for **your clients** on or after the **retroactive date** within the **geographical limits**, a **client** brings a **claim** against **you** for **your** negligent advice in respect of an **environmental certificate** that **you** arranged for **your client** and where the **certificate provider** has been found to have acted fraudulently or criminally in the provision of the **environmental certificate**, **we** will indemnify **you** against the sums **you** have to pay as compensation.

We will also pay **defence costs** but we will not pay costs for any part of a **claim** or **potential claim** not covered by this section.

Incentives and tariffs

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, a **client** brings a **claim** against **you** for any negligence or a duty to use reasonable care and skill which has resulted in a **client** failing to receive the expected:

- a. financial incentive or financial support; or
- b. incentivised, special or enhanced tariff rate,

from any governmental, charitable scheme or similar where **you** failed to correctly assess a **client's** eligibility or failed to correctly complete a submission on behalf of a **client**.

We will indemnify **you** for the costs of reimbursing the **client** for the value of the expected incentive or tariff, as long as **you** can demonstrate to **us** that **you**:

- i. carried out, and recorded a formal written assessment of the **client's** eligibility;
- ii. confirmed in writing to the **client** the details of any expected financial incentive, support or incentivised tariff they are eligible for; and
- iii. carried out formal training with relevant **employees** regarding incentives and tariffs;

We will also pay **defence costs** but we will not pay costs for any part of a **claim** or **potential claim** not covered by this section.

The most **we** will pay is the amount shown in **your** schedule.

Complaints referred to an Ombudsman

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, any party refers any complaint arising directly from **your** breach of a duty to use reasonable care and skill to any Ombudsman with legal jurisdiction over **you**, **we** will indemnify **you** against:

- a. the sums **you** have to pay as compensation; and
- b. any additional costs in respect of any steps **you** are required to do;

provided that the Ombudsman has operated within any terms of reference or rule applicable to their appointment.

We will pay the reasonable and necessary costs incurred with **our** prior written agreement to investigate, settle or defend any complaint about **you** referred to an Ombudsman. **We** will not pay costs for any part of a complaint not covered by this section.

The most **we** will pay is the amount shown in **your** schedule.

Representation costs

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, **you** are subject to an examination, inquiry or other proceeding by a governmental, professional or trade body or agency that is not criminal, **we** will pay the reasonable and necessary costs incurred with **our** prior written agreement to represent **you** if, in **our** opinion, such representation may avoid a **claim** which would be covered by this section.

The most **we** will pay is the amount shown in **your** schedule.

Criminal proceedings costs

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, **you** are subject to criminal proceedings, **we** will pay the reasonable and necessary costs incurred with **our** prior written

agreement to defend **you** if, in **our** opinion, a successful defence may avoid a **claim** which would be covered by this section.

However, **we** will not pay any costs following a plea or finding of guilt, or in the event that a King's Counsel advises that there are no reasonable prospects of successfully defending the criminal proceedings, except for costs incurred solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if a King's Counsel advises that the prospects of a successful appeal following a finding of guilt is likely.

The most **we** will pay is the amount shown in **your** schedule.

Mitigation

If during the **period of insurance**, and as a result of **your business activity** for **clients** on or after the **retroactive date** within the **geographical limits**, **you** become aware of a **potential claim**, **we** will pay for reasonable and necessary costs **you** incur, with **our** prior written consent, to avoid the **claim**, or reduce the severity of the **claim**, as long as the costs incurred are less than the likely costs for the **potential claim** being mitigated.

If a **claim** is subsequently brought and which arises from the same subject matter as the **potential claim**, **our** total payment will not exceed the applicable limit of indemnity in **your** schedule.

Sub-contractors or outsourcers

We will indemnify **you** against any **claim** falling within the scope of **What is covered**, A. **Claims against you**, which is brought as a result of any **business activity** undertaken on **your** behalf by any sub-contractor or outsourcer.

B.

Advertising claims

If during the **period of insurance**, and as a result of **your advertising or branding** on or after the **retroactive date** within the **geographical limits**, any party brings a **claim** against **you** for:

1. infringement of copyright or moral rights; or
2. defamation;

unless excluded under **What is not covered** below, **we** will indemnify **you** against the sums **you** have to pay as compensation, including any liability for claimants' legal costs and expenses.

We will also pay **defence costs** but **we** will not pay costs for any part of a **claim** not covered by this section.

Your own losses

Misleading advertising

If during the **period of insurance**, as a result of **your advertising or branding** on or after the **retroactive date** and within the **geographical limits**, an investigation is brought against **you** by the Competition and Markets Authority or the Advertising Standards Agency for potentially misleading environmental or social responsibility credentials that are included in **your advertising or branding** then **we** will pay for reasonable costs **you** incur, with **our** prior written consent, to defend such investigations and protect **your** reputation from harm, up to the amount shown in **your** schedule.

Sustainable suppliers

In addition to an indemnity under **What is covered**, A. Certificate providers, **we** will pay the reasonable increased expenses **you** incur, with **our** prior written agreement, over and above **your** usual business costs, to:

- a. expedite changes to **your advertising and branding** content, to updates any references to **your certificate providers** and communicate **your** actions in respect of the **certificate provider** that has acted fraudulently;
- b. undertake additional checks to demonstrate the validity of the replacement **environmental certificate** at **your client's** request; and
- c. expedite sourcing a replacement **environmental certificate**, or an equivalent, if **you** do not have an alternative available immediately to **you**.

The most **we** will pay is the amount shown in **your** schedule.

Loss of documents

If during the **period of insurance** any tangible document of **yours** which is necessary for the performance of **your business activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it.

Infringement of your copyright If **you** discover during the **period of insurance** that someone has infringed any copyright **you** own in work **you** have created in the performance of your **business activity**, **we** will pay **your** legal costs incurred with **our** prior written agreement in pursuing a claim for the infringement, provided that **we** are satisfied that **your** claim has a reasonable chance of success and **you** do not settle the claim without **our** prior approval.

If the claim is settled, or finally determined, on the basis that you are entitled to:

- a. payment of **your** own legal costs;
- b. payment of any damages, compensation, ongoing royalties fees or licence fees; or
- c. any injunction, undertaking or non-financial relief;

we will be entitled to the reimbursement of any legal costs **we** have paid on **your** behalf from any payment **you** receive from **your** opponent.

Additional cover

Joint ventures

If during the **period of insurance**, on or after the **retroactive date** and within the **geographical limits**, a client of any **joint venture** brings a **claim** against **you** as a direct result of **business activity you** carried out as a member of that **joint venture**, **we** will treat that client as if they were **your client** and **we** will indemnify **you** against sums **you** have to pay as compensation under this section.

However, **we** will not make any payment for any liability arising from any:

- a. work undertaken by any party other than **you**;
- b. activity other than those listed in the **business activities**;
- c. **joint venture** that has its own professional indemnity policy.

You must declare all material information relating to **your** work undertaken in the name of a **joint venture** as part of the declaration for this **policy**, including activities, income generated and adherence to the statement of fact, otherwise **we** may provide no indemnity under this section.

We will only pay either the corresponding percentage of the **claim** that **you** are directly liable to pay as a result of **you** being a member of the **joint venture** or the applicable limit of indemnity shown in **your** schedule, whichever is the lesser.

Court attendance compensation

If any person within the definition of **you**, or any **employee of yours**, has to attend court as a witness in connection with a **claim** against **you** covered under this section, **we** will pay **you** the amount stated in **your** schedule as compensation for each day or part of a day that their attendance is required by **us**.

The most **we** will pay for the total of all court attendances is the amount stated in **your** schedule.

Professional disciplinary tribunal attendance compensation

If any person within the definition of **you**, or any **employee of yours**, has to attend a professional disciplinary tribunal hearing by a professional body who regulates **you** in connection with a **claim** against **you** covered under this section, **we** will pay **you** the amount stated in **your** schedule as compensation for each day or part of a day that their attendances is required by **us**.

The most **we** will pay for the total of all professional disciplinary tribunal attendance is the amount stated in **your** schedule.

What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

- A. **We** will not make any payment for any **claim** or **loss** or part of any **claim** or **loss** directly or indirectly due to:
 1. any investment advice, financial advice, investment of **client** funds or any activity regulated by the Financial Conduct Authority, Prudential Regulation Authority or any other similar or successor regulatory body.
 2. any valuation of physical property or any construction or erection work.

Investments

Survey and valuation



Legal advice	3. any reserved legal activity provided by or carried out by you , as defined in the Legal Services Act 2007, or any related, similar or successor legislation or regulation in any jurisdiction.
Injury	4. any death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from your breach of any duty to use reasonable care and skill in the performance of a business activity .
Employees	5. anyone's employment with or work for you , or any breach of an obligation owed by you as an employer.
Discrimination and harassment	6. any discrimination, victimisation, harassment or unfair treatment, unless arising directly from your breach of a duty to use reasonable care and skill in the performance of a business activity .
Supplied personnel	7. the work of any personnel supplied by you to a client , unless you have breached any duty to use reasonable care and skill in supplying them.
Property damage	8. the loss, damage or destruction or loss of use of any tangible property, including but not limited to bearer bonds, coupons, share certificates, stamps, money or other negotiable paper, unless arising directly from your breach of a duty to use reasonable care and skill in the performance of a business activity . However this exclusion does not apply to any loss directly arising from any tangible document where covered under What is covered, Your losses , Loss of documents.
Product liability	9. any supply, manufacture, sale, installation or maintenance of any product unless arising as a direct result of negligent advice in the course of your business activity .
Cyber incidents	10. or contributed to by, resulting from or in connection with any: a. cyber attack ; b. hacker ; c. social engineering communication ; d. any fear or threat of 10.a. to 10.c. above; or e. any action taken in controlling, preventing, suppressing, responding or in any way relating to 10.a. to 10.d. above.
Computer or digital technology error	11. or contributed to by, resulting from or in connection with any computer or digital technology error .
Personal data claims	12. the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to personal data . However, this does not apply to any covered claim or part of a covered claim made against you by a client which arises directly from your performance of a business activity for that client and which is not otherwise excluded by What is not covered , A. 10. Cyber incidents above. The most we will pay in relation to any such covered claim is the special limit stated in your schedule for personal data claims.
Infrastructure interruption	13. or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, cloud services provider, telecommunications provider, utilities supplier or other infrastructure provider.
Land, animals and vehicles	14. the ownership, possession or use of any land, or building, any animal, any aircraft (including any drone or small unmanned aerial vehicle), any watercraft or any motor vehicle. However, this exclusion will not apply to a covered claim under What is covered , A. 3. Breach of confidentiality for use of any drone or small unmanned aerial vehicle.
Contractual liability	15. any liability under any contract which is greater than the liability you would have at law without the contract.
Patent/trade secret	16. any actual or alleged infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret. 17. any actual or alleged:



Trademarks and false advertising	<p>a. act of passing-off, unauthorised use of another's trademark, name or logo; or</p> <p>b. false or misleading advertising;</p> <p>in relation to your advertising or branding other than a covered claim under What is covered, Your own losses, Misleading advertising.</p>
Deliberate, reckless or dishonest acts	<p>18. any act, breach, omission or infringement you deliberately, spitefully, dishonestly, fraudulently, recklessly or criminally commit, condone or ignore.</p> <p>However this exclusion does not apply to any claim covered under:</p> <p>a. What is covered, A. Claims against you, Dishonesty, but we will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty; or</p> <p>b. What is covered, A. Criminal proceedings costs, where costs incurred are solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if a King's Counsel advises that the prospects of a successful appeal following a finding of guilt is likely.</p>
Pre-existing	<p>19. anything, including any potential claim or any actual or alleged shortcoming in your work, likely to lead to a claim or loss, which you knew or ought reasonably to have known about before the commencement of the period of insurance.</p>
Unfair competition	<p>20. any unfair competition, deceptive trade practices, or restraint of trade or breach or alleged breach of any competition or antitrust statute, legislation or regulation.</p>
Tax	<p>21. any breach or alleged breach of any taxation law or regulation.</p>
Insolvency	<p>22. Your or your supplier's insolvency, bankruptcy, receivership, administration, or liquidation.</p>
Pension and employee benefits schemes	<p>23. any liability or breach of any duty or obligation owed by you in connection with the operation or administration of any health, pension or employee benefit scheme, plan, trust or fund, including but not limited to violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974.</p>
Directors and officers' liability	<p>24. any liability or breach of any duty or obligation owed to you or your shareholders by any of your directors, officers, trustees or board members, including but not limited to any:</p> <p>a. allegation of insider trading;</p> <p>b. breach of any duty of corporate loyalty;</p> <p>c. liability for any statement, representation or information concerning you or your business contained in your accounts, reports, financial statements, or your advertising or branding.</p>
Personal liability	<p>25. any personal liability incurred by any director, officer, trustee, or board member of yours when acting in that capacity or managing your business other than when performing a business activity for a client or advertising or branding.</p>
Asbestos	<p>26. asbestos risks.</p>
Pollution	<p>27. pollution, other than a covered claim under What is covered, A. Pollution.</p> <p>However in any event we will not indemnify you for liability arising from any:</p> <p>a. pollution not caused by a sudden, identifiable, unintended and unexpected event;</p> <p>b. liability arising solely out of any land or property being identified as contaminated land under Section 78B or 78C of the Environmental Protection Act 1990, or the service of a remediation notice under Regulation 20 of the Environmental Damage (Prevention and Remediation) (England) Regulations 2015 or any related, similar or successor legislation or regulation in any jurisdiction;</p> <p>c. claim or part of a claim made by or on behalf of any governmental or regulatory body or agency;</p> <p>d. pollution which is authorised by a valid environmental permit issued or regulated under the Environmental Permitting (England and Wales) Regulations 2016 or any related, similar or successor legislation or regulation in any jurisdiction; or</p>



- e. any **claim** or **loss** which arises directly or indirectly out of any statutory, contractual or common law obligation **you** have to clean-up or remedy any **pollution**.
- Communicable disease 28. or contributed to by, resulting from or in connection with any:
- communicable disease**;
 - fear or threat of 28.a. above; or
 - any action taken in controlling preventing, suppressing, responding or in any way relating to 28.a. or 28.b. above.
- War, terrorism, civil commotion and nuclear 29. or contributed to by, resulting from or in connection with any:
- terrorism**;
 - civil commotion**, strikes or industrial action;
 - war**;
 - nuclear risks**;
 - fear or threat of 29.a. to 29.d. above; or
 - any action taken in controlling preventing, suppressing, responding or in any way relating to 29.a. to 29.e. above.
- If there is any dispute between **you** and **us** over the application of clause 29.a. or 29 b. above, it will be for **you** to show that the clause does not apply.
- Defective workmanship, materials and products 30. a. **your** or **your** sub-contractor's or outsourcer's defective workmanship;
- b. any defective materials or products **you**, **your** sub-contractor or a third-party have supplied; or
- c. **your** or **your** sub-contractor's or outsourcer's failure to supervise or inspect the work **you** or **your** sub-contractor or outsourcer have carried out.
- Specialist, designer or consultant work 31. any technical design specification or technical specialist advice work performed by any third-party for **you** as a sub-contractor or outsourcer where:
- you** have not taken reasonable steps to ensure that the sub-contractor or outsourcer has, and maintains, professional indemnity insurance with a reputable insurer; or
 - there is no written contract between **you** and the sub-contractor or outsourcer which is subject to the laws of a legal system in the United Kingdom, includes an arbitration clause and provides that the sub-contractor or outsourcer will indemnify **you** against any liabilities **you** incur as a result of the sub-contractor's or outsourcer's performance of the contract.
- Incentives and tariffs 32. any financial incentive or financial support or incentivised, special or enhanced tariff rate other than a covered claim under **What is covered**, A. Incentives and tariffs.
- However in any event **we** will not indemnify **you** for any incentivised, special or enhanced tariff for a period greater than 12 months from the date **your client** was eligible for such tariff rate.
- Certificate provider 33. any **certificate provider's** mis-selling, misrepresentation or fraudulent, reckless or criminal provision of any **environmental certificate** other than a covered claim under **What is covered**, A. Certificate providers or **What is covered**, **Your own losses**, Sustainable suppliers.
- Environmental certificates 34. the value, price paid or received of any **environmental certificates**.
- B. **We** will not make any payment for:
- Claims brought by a related party 1. any **claim** brought by any person or entity falling within the definition of **you** or any party with a financial, executive or managerial interest in **you**, including any parent company or any party in which **you** have a financial, executive or managerial interest, including any subsidiary company.
- However, this does not apply to a **claim** based on a liability to an independent third-party directly arising out of the performance of **your business activity**.

Restricted recovery rights	2. that part of any claim where your right of recovery is restricted by any contract.
Lost profit and VAT	3. your lost profit, mark-up or liability for VAT or its equivalent.
Trading losses	4. any trading loss or trading liability including those arising from the loss of any client , account or business.
Non-compensatory payments	5. criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits or treble, multiple, aggravated, punitive or exemplary damages.
Claims outside the applicable courts	6. any claim , including arbitration, brought outside the applicable courts . This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts .

How much we will pay

Each and every claim	<p>If your schedule states that the limit of indemnity applies to each and every claim or loss:</p> <ol style="list-style-type: none"> 1. excluding defence costs; the most we will pay for each potential claim, claim and losses is the limit of indemnity stated in your schedule. We will also pay for defence costs in addition to the limit of indemnity stated in your schedule. However, if a payment greater than the limit of indemnity has to be made for a potential claim, claim or loss, our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid; or 2. including all costs; the most we will pay for each potential claim, claim, including defence costs, and losses is the overall limit of indemnity stated in your schedule, unless limited below or in your schedule.
In the aggregate	<p>If your schedule states that the limit of indemnity applies in the aggregate:</p> <ol style="list-style-type: none"> 1. excluding defence costs; the most we will pay for the total of all potential claims, claims and losses is the overall limit of indemnity stated in your schedule, irrespective of the number of potential claims, claims or losses. We will also pay for defence costs in addition to the limit of indemnity stated in your schedule. However, if a payment greater than the limit of indemnity has to be made for a potential claim, claim, or loss, our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid; or 2. including all costs; the most we will pay for the total of all potential claims, claims, including their defence costs, and losses is the overall limit of indemnity stated in your schedule, irrespective of the number of potential claims, claims or losses, unless limited below or in your schedule.
Overheads and other business costs	Any amounts to be paid by us shall not include or be calculated based on any of your overhead expenses, your liability for debt, taxes, lost costs or profits, salaries or wages, production, recall, correction or reproduction costs, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving your security, or performing audits.
Excess	You must pay the relevant excess stated in your schedule. The excess will only be eroded by the covered part of the potential claim, claim or loss .
Multiple claims from a single source	<p>If your schedule states that the limit of indemnity applies to each and every claim or loss, all potential claims, claims and losses which arise from:</p> <ol style="list-style-type: none"> 1. the same original cause, a single source or a repeated or continuing problem in your work; or 2. in relation to defamatory statements, a single or continuing investigation or a common set of facts or state of affairs; <p>will be treated as a single claim, loss or potential claim. You will pay a single excess and we will pay a maximum of a single limit of indemnity for these related potential claims, claims and</p>

losses. All of the notifications which are related will be considered as having been made on the date of the first notification to **us**.

Paying out the limit of indemnity

At any stage of a **claim we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for that **claim** or its **defence costs**.

Claims and losses under more than one cover

If the same **claim** or **loss** is insured under more than one cover under **What is covered** above, **we** shall only make payment for that **claim** or **loss** under one of the covers, being the cover that is most advantageous for **you**.

Special limits

Personal data claims

The most **we** will pay for the total of all **potential claims** or **claims**, including **defence costs**, made against **you** by a **client**, which arise directly from **your** performance of a **business activity** for that **client** relating to **personal data**, is a single limit of indemnity stated in **your** schedule, which is an aggregate limit.

Pollution

The most **we** will pay for cover under **What is covered**, A. Pollution is a single limit of indemnity, as shown in **your** schedule, which instead is an aggregate limit, for the total of all **potential claims, claims**, including **defence costs**, made against **you**.

Certificate providers

The most **we** will pay for cover under **What is covered**, A. Certificate providers is a single limit of indemnity, as shown in **your** schedule, which instead is an aggregate limit, for the total of all **potential claims, claims**, including **defence costs**, made against **you**.

Each and every claim

If **your** schedule states that the limit of indemnity applies to each and every **claim** or **loss**, the most **we** will pay for each item below is a single limit of indemnity, equivalent to the same amount, but which instead is an aggregate limit, for the total of all **potential claims, claims**, including their **defence costs**, and **losses** made against **you** arising from:

Dishonesty

1. the dishonesty of **your employees**, sub-contractors or outsourcers;

Property damage

2. the physical loss or destruction of or damage to tangible property; and

Injury

3. the death, disease or bodily or mental injury of anyone.

Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us** of:
 - a. any **claim** made against **you** or any **loss** as soon as practicable and within the **period of insurance** or at the latest no later than 14 days after the end of that **period of insurance** for any **claim** or **loss** **you** first became aware of in the seven days before expiry;
 - b. **potential claims** under this section, such notifications must be as soon as practicable and within the **period of insurance** or at the latest no later than 14 days after the end of that **period of insurance**, and must to the fullest extent possible identify the particulars of the **potential claim**, including identifying any potential claimant, the likely basis for liability, the likely demand for relief and any additional information about the **potential claim** that **we** reasonably request. If such a **potential claim** notification is made to **us** then **we** will treat any **claim** arising from the same particulars as that notification as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **period of insurance** has expired;
 - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any **employee**, sub-contractor or outsourcer has acted dishonestly; as soon as reasonably practicable.

If **you** renew this **policy** with **us** and it is not subsequently cancelled, **we** will accept notifications that **you** make to **us** under this **period of insurance** for **claims, potential claims** or **losses** that **you** became aware of no later than the 60 days immediately prior to the expiry of this **period of insurance**. **You** must make such notifications to **us** no later than 60 days after the end of this **period of insurance**.

2. **You** must:
- a. ensure that **our** rights of recovery, including but not limited to any subrogated rights of recovery, against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts;
 - b. not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement;
 - c. not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your client** (including negotiating any request for proposal), **you** are required by law or compelled by a court, or **you** otherwise have **our** prior written consent.

If **you** fail to comply with these obligations, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

Control of defence

We have the right, but not the obligation, to take control of and conduct in **your** name the investigation, settlement or defence of any **claim** or any part of a **claim**.

You must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** should not do anything which may prejudice **our** position.

Appointment of legal representation

We have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the **claim**.

Partially covered claims

If a claim is made which:

1. is not wholly covered by this section; or
2. is made against **you** and any other party who is not covered under this section;

then at the outset of the **claim**, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any **claim** or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of defence costs

We will pay **defence costs** covered by this section on an ongoing basis prior to the final resolution of any **claim**. However, **we** will not pay any **defence costs** in connection with any **claim** or part of a **claim** which is not covered under this section. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

Payment of full limit of indemnity

We have no further duty to indemnify **you** against any **claim** where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity, or if the overall limit of indemnity stated in **your** schedule has been exhausted.

Payment of excess

Our duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a **claim**.

Disputes

For the purposes of **control of defence** in this section of the **policy**, **General condition 14**, Arbitration, within the General terms and conditions is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a **claim** or as to the fair allocation of any partially covered claim and its associated costs, will be referred to a single King's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such King's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Crisis	A time of severe difficulty in your activities or danger to your business as a result of an insured incident that could, if left unmanaged, cause adverse or negative publicity of or media attention to you or your business .
Crisis containment costs	Reasonable and necessary costs incurred in utilising the services of the crisis containment provider to limit or mitigate the impact of a crisis .
Crisis containment provider	The person or company named in the schedule.
Insured incident	An incident, act or problem that in your good faith opinion could potentially give rise to a covered claim being made by you under any other section of this policy .
Working hours	The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.

What is covered

Crisis containment costs	We will pay crisis containment costs incurred within the geographical limits with our prior written consent as a direct result of a crisis commencing during the period of insurance .
Outside working hours discretionary crisis mitigation costs	We will also pay crisis containment costs incurred within the geographical limits without our consent in carrying out immediate work outside of working hours to limit or mitigate the impact of the crisis . Any such work done by the crisis containment provider will not be confirmation of cover under this or any other section of this policy .

What is not covered

We will not make any payment for:

1. **crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
2. **crisis containment costs** relating to any:
 - a. claim under any **Management liability – Employment practices liability** section;
 - b. employment claim under any **Management liability – Directors and officers** section or **Management liability - Trustees and individual liability** section.
3. costs which are covered under any other section of this **policy**.
4. any **crisis containment costs** directly or indirectly due to:
 - a. any incident, act, investigation or problem that affects **your** profession or industry; or
 - b. governmental regulations which affect another country or **your** profession or industry; or
 - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
 - d. socioeconomic changes or business trends which affect **your business** or **your** profession or industry.

How much we will pay

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **insured incidents**. **We** will pay the **crisis containment provider** directly for **crisis containment costs** covered under this section of the **policy**.

All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**. This includes such **crises** arising after, as well as during, the **period of insurance**.

Your obligations

We will not make any payment under this section unless **you** notify any **crisis** in accordance with either of the following:

If a crisis arises during working hours

1. If **you** first become aware of the **crisis** during **working hours** **you** must notify **us** of it immediately by phoning **us** on the number stated in the schedule.

We will then determine if the incident, act or problem that **you** have notified would give rise to a covered claim under any other section of this **policy**. If **we** determine this to be the case then **we** will contact the **crisis containment provider** to assist **you** in the management of the **crisis**.

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

You must co-operate fully with **us**, the **crisis containment provider** and any of **our** representatives in the management of the **crisis**.

If a crisis arises outside of working hours

2. If **you** first become aware of the **crisis** outside of **working hours** **you** must notify the **crisis containment provider** immediately by phoning them on the number stated in the schedule. **You** must also notify **us** of the **crisis** as soon as possible within **working hours** by telephoning the number stated in the schedule.

You must co-operate fully with the **crisis containment provider** in the management of the **crisis**.

Terms of business

Please read this document carefully as it sets out our terms and contains important regulatory and statutory information.

Accepting our terms of business

By asking us to quote for, arrange or handle your insurances, you are providing your informed agreement to these Terms of Business.

How we are regulated

Definitions - We/us/our means PolicyBee Ltd, 14 Brightwell Barns, Waldringfield Road, Ipswich IP10 0BJ.

Status - PolicyBee Ltd is an insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA), 12 Endeavour Square, London, E20 1JN. Our FCA register number is 945969.

This can be checked by clicking here, <https://www.fca.org.uk/register> or by contacting the FCA on 0800 111 6768.

If you have a complaint

We aim to provide you with a high level of customer service at all times. If you're not satisfied in any way, please contact Kerri-Ann Hockley, Director of Customer Service, on 0345 222 5364 or by emailing her - kerri-ann@policybee.co.uk.

We'll follow our complaint handling procedure, available on request. If you're still not satisfied, you may be entitled to refer the matter to the Financial Ombudsman Service.

Further details can be obtained here: <https://www.financialombudsman.org.uk/publications/ordering-leaflet/leaflet>.

Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business/circumstances of the claim. Further details are available by downloading the [Protecting your Money FSCS Leaflet \(pdf\)](#).

Our services

We're a broker. That means we do not underwrite your insurance. Instead we arrange cover for you with one of the insurers we work with.

This involves assessing your individual needs and making a considered personal recommendation about your insurance. Also assisting you with any policy changes you want to make, or your insurer makes, and helping you with any claims.

We conduct a fair and personal analysis of the market to meet your demands and needs. Sometimes, this means we'll only offer products from a single insurer, but we'll let you know who this is.

We act as your agent when finding your insurance and putting it in place, and when you make a claim. We act as the insurer's agent when we collect your premium and we'll let you know if there are other situations where we are acting on behalf of the insurer.

Our remuneration and fees

Remuneration is commission paid to us, which is a percentage of the premium paid by you; commission may well include a profit share arrangement that your policy may contribute towards. We are committed to ensuring complete transparency of our remuneration and we will, at your request fully disclose our remuneration.

Some insurers may charge a fee, we'll agree this with you before you purchase the policy. We do not charge any additional fees (payable by you) for handling your insurance or arranging premium finance.

Your responsibilities - Fair presentation of risk

Before entering into a contract of insurance, prior to a midterm alteration and ahead of your policy renewal, it is your statutory duty to make a fair presentation of your risk. This information must be provided in a clear and accessible format. You must disclose, where practical, all material circumstances about your risk, this being information that might affect the judgement of a prudent insurer in deciding whether to accept your risk or not - should you require additional explanation of what constitutes a material circumstance, please contact us immediately.

You must make reasonable enquiries before presenting your risk and ensure that all individuals holding knowledge about the risk have been approached in the compilation of this information.

If you feel you have not been able to do so, please advise us, so we can allow underwriters to make further enquiries if they wish to do so.

You must complete any proposal forms or fact finds provided to you, honestly, accurately and in good faith.

Any deliberate or reckless misrepresentation may involve part, or your entire claim being declined and in some circumstances; the Insurer may be

entitled to retain your premium whilst avoiding the policy or apply additional terms to your policy.

Security

We do not guarantee the solvency of any insurer we place business with. A liability for the premium, whether in full or pro rata, may arise under policies where a participating insurer becomes insolvent.

GDPR/Data Protection - how we use your data

We treat your personal information as private and confidential, and we're registered with the ICO as a Data Controller. We comply with the General Data Protection Regulation (GDPR) in all our dealings with your personal data. If you'd like specific information on how we use your personal data, and other rights you have under GDPR such as 'Right of Access', please contact us. You can review our privacy notice at:

<https://www.policybee.co.uk/privacy-notice>.

Information which you provide to us will not be used or disclosed by us to other parties, except in the normal course of handling a contract of insurance or a claim on your behalf and any related activities, unless we have obtained the necessary consent from you or where we are required to by law or a regulatory body that has authority over us. We will take appropriate steps to maintain the security of your confidential documents and information which are in our possession.

Credit checks

To make sure you get the best offer from Insurers or Third Parties involved in your insurance, i.e. finance providers, now or at any renewal or at any time and to protect their customers from fraud and to verify your identity, they may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organizations. Their search will appear on your credit report whether your applications proceed.

Unless you contact us to confirm you do not want these searches to be carried out we will assume your consent has been given and proceed as above.

Claims

You must notify us as soon as possible of a claim and circumstances which may give rise to a claim. In the event of a claim you should contact us and we will promptly advise you and pass all details to your Insurer. You should not admit liability or agree to any course of action, other than emergency measures carried out to minimise the loss, until you have an agreement from your Insurer. We will remit claims payments to you as soon as possible after they have been received on your behalf. If an insurer becomes insolvent or delays making settlement we do not accept liability for any unpaid amounts.

Handling your money

We collect and hold money in a Non-Statutory Trust account pending payment. The establishment of the Non-Statutory Trust account follows FCA rules introduced to protect money held by authorised intermediaries. However, you should be aware that, under the Non-Statutory Trust account rules, we are permitted to use such monies temporarily held to advance credit to clients generally. A copy of the Deed of Trust is available on request or may be inspected at our premises during normal office hours. If you object to your money being held in a Non-Statutory Trust account, you should advise us immediately. Otherwise, your agreement to pay the premium together with your acceptance of these Terms of Business will constitute your informed consent to our holding your money in a Non-Statutory Trust account. Interest earned on monies held in such a Non-Statutory Trust account will be retained by us.

Our financial arrangement with one insurance company is on a 'Risk Transfer' basis. In these circumstances such monies are deemed to be held by the insurer with which your insurance is arranged.

Cancellation clause

Your insurance may include a cancellation clause. Full cancellation details will be explained to you during the negotiation process. If you fail to pay your premium by the due date the insurance may be cancelled forthwith or by the insurers, giving notice of the cancellation. In the event of cancellation, insurers may return the pro rata premium to us, but you are advised to check your insurance policy for full details of your insurers' cancellation clause. Once our remuneration has been earned if the insurance is cancelled after inception, our commission will not usually be returnable.

In circumstances where we feel we cannot continue providing services to you, we will give you a minimum of 7 days' notice. Valid reasons may include but are not limited to non-payment of premium, failure to provide requested information, deliberate failure to comply with terms, deliberate misrepresentation or non-disclosure or attempted fraud, removal of the product from the market by us or the insurer, change of insurer or broker appetite.

Financial crime

The National Crime Agency (NCA) requires us to report any suspicious transactions to them. We also carry out checks of the consolidated list of financial sanctions targets designated by the United Nations, The European Union, The USA and the United Kingdom for all customer transactions. In these circumstances, we might ask for evidence of your identity. This could mean we ask to see your passport, a utility bill or a bank statement. We may request your date of birth or nationality. For companies, we might want to see your Certificate of Incorporation or we may check the Companies House register.

We are obliged to report evidence of suspicion of financial crime to the relevant authorities at the earliest opportunity and may be prohibited from disclosing any such report to you.

If sanctions apply we are obliged to report the transaction to the relevant authorities and, in such cases, we shall not make any further payments or process already notified claims and insurers may invoke cancellation rights to terminate affected insurance contracts.

Conflict of Interest

Occasions can arise where we, clients or product providers, may have a potential conflict of interest with business being transacted for you. If this happens, and we become aware that a potential conflict exists, we will write to you and obtain your consent before we carry out your instructions and we will detail the steps we will take to ensure fair treatment.

Health & Safety

We cannot be held responsible for any client who fails to comply with current Health & Safety (or other relevant) legislation.

How to cancel your insurance

You can request cancellation of your policy by giving us one month's notice without cause or penalty by email, phone, web form or letter. In this event we will be entitled to retain the commission payable. The responsibility for handling claims reported after the date of termination shall, in the absence of an express agreement, be the responsibility of the party taking over the role.

Refusal of service

We reserve the right to refuse service to any customer at our discretion without the need for justification or explanation.

Quality Assurance

Files may be audited by us or your insurer for quality assurance purposes. This may include using public and personal data from a variety of sources.

Law and jurisdiction

The insurance policy offered is strictly available to individuals aged 18 years or older, ensuring compliance with legal requirements and promoting responsible insurance practices.

These terms of business are written according to English law. Any legal action or proceedings arising out of or in connection with these terms of business fall under the jurisdiction of English courts.

We may change the terms of this agreement from time to time to reflect changes in our services or where changes are required due to legal or regulatory developments.

PolicyBee Ltd's Fair Processing Notice

We collect and process your information to provide insurance policies and to process claims. We also use your information for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from third parties such as insurers, loss adjusters, or our regulators.

If you have questions or concerns about how your information has been used, please call us on 0345 222 5360 or email contactus@policybee.co.uk.

For more information about how we process your information and your rights regarding your personal information please see our full privacy notice at: www.policybee.co.uk/privacy-notice.

Hiscox's Fair Processing Notice

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at dataprotectionofficer@hiscox.com.

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

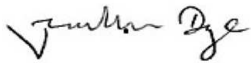
We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at www.hiscox.co.uk/cookies-privacy.

CERTIFICATE OF PROFESSIONAL INDEMNITY INSURANCE

Policy Number:	14487897
Name of Policyholder:	Independent Energy Savers Limited
Description of Activities:	Retrofit Coordinator
Certificate issue date:	21/03/2025
Date of expiry of insurance policy:	10/08/2025 expiring at Midnight
Limit of Indemnity:	£100,000 each and every claim or loss, excluding defence costs
Retroactive Date:	11/08/2017

Signed on behalf of Hiscox Insurance Company Ltd



Jon Dye
CEO, Hiscox UK

Notes:

- This insurance is subject to policy terms and conditions and any special terms notified to the insured.
- The certificate above shows that you are insured with an authorised insurer.
- The certificate (or any copy) must only be displayed whilst the policy remains active and within the policy period above.

About the insurer:

Insurer	Hiscox Insurance Company Ltd
Company registration	Registered in England number 70234
Registered address	22 Bishopsgate, London, EC2N 4BQ
Status	Hiscox Insurance Company Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority