

Professional Indemnity Insurance Schedule

The **Insured** is under a duty to give a **Fair Presentation** of the risk to **Insurers**. This **Policy** is based on the **Statement of Fact** and any other information presented to the **Insurer** being an accurate and **Fair Presentation** of the risk. You should read this Schedule with the **Statement of Fact** and the Policy Wording. Where a word appears in bold in the Schedule or **Statement of Fact**, such words will have a defined meaning as set out in the Definitions in the Policy Wording. In choosing this product and your level of cover, you have not received any recommendation from us.

Reference Number:	3996012		
Broker:	Jelf Insurance Brokers Ltd t/a Marsh Commercial		
Date:	31 January 2022		
Insured:	MFA Insolvency		
Professional Business:	Chartered Accountant (ICAEW)		
Period of Insurance:	Start Date:	01 February 2022	Expiry Date: 31 January 2023 Inclusive
Limit of Indemnity:	£250,000		
Basis of Limit:	Per Single Claim - Defence Costs in addition to the Limit of Indemnity		
Excess:	£500		
Basis of Excess:	Per Single Claim - Not applicable to Defence Costs		
Policy Wording:	AQUW/AC/04.19 Accountants Professional Indemnity Policy Wording (April 2019)		
Retroactive Date:	01 Jan 2018		
Territorial Limits:	Worldwide excluding United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof		
Jurisdictional Limits:	Worldwide excluding United States of America and Canada and in each case its territories and possessions and any state or political sub-division thereof		
Premium:	£660.00	Insurance Premium Tax:	£79.20
		Administration Fee:	£35.00
		Total:	£774.20

Endorsements:

AQUW196: Cyber and Data Protection Law Exclusion

- 1) This **Endorsement** takes priority over any other provision in this **Policy** save that this **Endorsement** shall be subject to any condition requiring the Policy to be construed consistently with the approved minimum insurance wordings of the Royal Institution of Chartered Surveyors or the Institute of Chartered Accountants of England & Wales, Scotland or Ireland.
- 2) Save as expressly provided in this **Endorsement**, or by other restrictions in this **Policy** specifically relating to the use of, or inability to use, a **Computer System**, no cover otherwise provided under this **Policy** shall be restricted solely due to the use of, or inability to use, a **Computer System**.
- 3) This **Policy** excludes any loss, damage, liability, **Claim**, costs, expense, fines, penalties, mitigation costs or any other amount directly caused by, directly resulting from or directly arising out of:
 - a) a **Cyber Act**; or
 - b) any partial or total unavailability or failure of any **Computer System**;

provided the **Computer System** is owned or controlled by the **Insured** or any other party acting on behalf of the **Insured** in either case;

or

Aqueous Underwriting is a trading name of Aqueous Management Limited which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number [FRN] 597301 to carry on insurance distribution activities.

Aqueous Management Limited is registered in England and Wales company number 09634781.
Registered at 10th Floor, 5 Churchill Place, London, E14 5HU.

- c) the receipt or transmission of malware, malicious code or similar by the **Insured** or any other party acting on behalf of the **Insured**.
- 4) This **Policy** excludes any loss, damage, liability, **Claim**, costs, expense, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided:
 - a) to the **Insured** or any other party acting on behalf of the **Insured** by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the **Insured**;
 - a) by any utility provider, but only where such failure or interruption of service impacts a **Computer System** owned or controlled by the **Insured** or any other party acting on behalf of the **Insured**.
- 5) This **Policy** excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **Data Protection Law** by the **Insured** or any other party acting on behalf of the **Insured**.
- 6) Any cover for costs of reconstituting or recovering lost, inaccessible or damaged documents owned or controlled by the **Insured** or any other party acting on behalf of the **Insured** in this **Policy** shall not apply to **Data**.

For the purposes of this **Endorsement** the following definitions apply:

Computer System shall mean

any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Cyber Act shall mean

an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof, involving access to, processing of, use of or operation of any **Computer System**.

Data shall mean

information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

Data Protection Law shall mean

any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

In accordance with the authority granted under binding authority numbers B1179I272721000 and GBF011633210 to the signatory and in consideration of the premium paid specified herein, the said Insurers are hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

In Witness whereof this policy has been signed by

Danny French (CEO)

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Schedule of Insurers

Certain Underwriters at Lloyd's
Amtrust Europe Limited
XL Catlin Insurance Company UK Limited
Allianz Global Corporate & Specialty SE

Contract	Percentage
B1179I272721000	25.00%
B1179I272721000	25.00%
B1179I272721000	25.00%
GBF011633210	25.00%

This Schedule forms part of your **Policy** which is a legal contract. Please examine it thoroughly to ensure it meets your requirements. If it does not, please inform your insurance adviser immediately.