

# **Professional Indemnity Insurance Schedule**

Policy Number: P241EG0008603

Broker: UKGlobal Broking Group Limited

Date: 06 December 2024

Insured: Progressive Legal Solutions Ltd

**Professional Business:** Property Search Agents

Period of Insurance: Start Date: 06 December 2024 Expiry Date: 05 December 2025 inclusive

Policy Wording:AQUW/EX/04.22 Excess Layer Professional Indemnity Policy WordingPremiumInsurance Premium TaxFeeTotal£2,000.00£240.00£200.00£2,440.00

Limit of Indemnity: £5,000,000

Total Underlying Insurance Limit of Indemnity: £5,000,000

Underlying Insurance Layer: Primary Layer

Insurers: Aqueous Underwriting Ltd

Limit of Indemnity: £5,000,000

Policy No: 12482480

In accordance with the authority granted under binding authority number(s) 407205GBR2021002001 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)

Schedule of Insurer(s) Contract(s) Percentage

Great American International Insurance (UK) Ltd 407205GBR2021002001 100.00%



**Endorsements:** 

## AQUW199 Excess Layer Retroactive Date

The **Insurer** will not be liable under this **Policy** to the extent that any loss, claim, costs or matter otherwise insured arises from, relates to or involves any claim or loss otherwise eligible for indemnity under this **Policy**:

- A) where the cause of such claim or loss occurred, or was alleged to have occurred; or
- B) which arises out of the conduct of work or Professional Business; prior to 06 December 2024.

This **Endorsement** replaces any Retroactive Date or Retrospective cover in the **Primary Policy** which provides indemnity arising out of the conduct of work or Professional Business prior to the date shown within this **Endorsement**.

#### AQUW223 Cancellation Condition

The **Insurer** reserves the right to terminate the **Policy**:

- A) with immediate effect if the **Premium** due under this **Policy** has not been paid to the **Insurer** by the 60th day from the Start Date of the **Period of Insurance** or in respect of instalment premiums, by the date they are due, by giving the **Insured** notice in writing; or
- B) by giving the **Insured** 30 days notice in writing.

In the event of cancellation, Premium is due to the Insurer on a pro rata basis for the period that the Insurer are on risk.

The **Insurer** and the **Insured** may agree mutually to cancel the **Policy** in which case the **Insurer** shall within 7 days of the date upon which such agreement in writing is reached write to the **Insured** at the last declared address to the **Insurer** notifying the **Insured** that the **Policy** will be cancelled with effect from a date not less than 30 days after the date of such agreement.

# AQUW204 Cyber and Data Protection Law Exclusion (no ICA & RICS DIC)

- 1) This **Endorsement** takes priority over any other provision in this **Policy**.
- 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
  - the receipt or transmission of malware, malicious code or similar by the Insured or any other party acting on behalf of the Insured.

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 597301 to carry on insurance distribution activities. Aqueous Management Limited is registered in England and Wales. Company Number 09634781.

Registered Address at 10th Floor, 5 Churchill Place, London, E14 5HU.

The above details can be checked on the Financial Services Register by visiting the FCA website and searching by FRN.



- 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**;
  - b. 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).

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