

# PROFESSIONAL INDEMNITY POLICY SCHEDULE

The **Insured** has submitted to the **Insurer** the **Proposal** and declarations. The **Insurer** has accepted the risk based upon this information provided before the start of this Policy and in consideration of the **Premium** paid or to be paid by the **Insured**, the **Insurer** will indemnify the **Insured**, subject to the terms, conditions, exclusions, exceptions and limitations of this policy.

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**Schedule** 

Policy Number:		TPIS/WW/8941115
1)	Insured:	Carisma Wills Limited
2)	Insured's Address:	Daisybank House 17-19 Leek Road Cheadle Stoke-On-Trent ST10 1JE
3)	Insured's Business:	Willwriters and business activities as per the approved list of professional services as per the Institute of Professional Willwriters
4)	Period of Insurance:	From: 01 March 2023 To: 29 February 2024 both days inclusive
5)	Limit of Indemnity:	GBP 2,000,000 any one <b>Claim</b> (with the claimant's costs and expenses inclusive and the <b>Insured's</b> defence costs and expenses in addition) under insuring clauses 2.1 and 2.2(b) but limited to: (a) GBP 50,000.00 in the aggregate under Clause 2.2(a) (Loss of <b>Documents</b> ) (b) GBP 50,000.00 in the aggregate under Clause 2.3 (Data Protection)
6)	Deductible:	
7)	Premium: Admin Fee: Total:	

8) (a) Jurisdiction: Worldwide Ex USA & Canada

(b) Territorial Limits: Worldwide Ex USA & Canada

9) Retroactive Date: 14 September 2007

10) Date of Proposal: 23 January 2023

11) Endorsements: As detailed herein

**12) Insurer:** Accelerant Insurance Europe SA (100%)

13) Coverholder: NBS Underwriting

# Issued on behalf of Accelerant Insurance Europe SA.

This is to certify that in accordance with the authorization granted under contract to NBS Underwriting to operate a binding authority underwriting agreement and to act on behalf of **Insurer(s)** whose names and proportions underwritten by them are supplied within the Schedule attaching to this Policy the said **Insurer(s)** are hereby bound each for his own part and not one for another their heirs executors and administrators to insure in accordance with the terms and conditions herein or endorsed herein.

Accelerant Insurance Europe SA is a company registered in Belgium (Company number 0758.632.842) with registered office at Bastion Tower, Level 20, Place du Champ de Mars 5, 1050 Brussels

Accelerant Insurance Europe SA is an insurance company authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193). Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

NBS Underwriting is a trading style of Nationwide Broker Services Limited. Registered in England No. 07566393. Registered Office: One Fleet Place, London EC4M 7WS. Nationwide Broker Services Limited is authorised and regulated by the Financial Conduct Authority, FRN 590034

The policy is managed by:

The PI Specialist is a trading name of The Underwriting Specialist Limited. Registered in England No: 09976116. Registered Office: One Fleet Place, London EC4M 7WS. The Underwriting Specialist Limited is authorised and regulated by the Financial Conduct Authority, FRN 753446.

#### **Endorsements**

# **TPIS101: Data Protection Act**

It is noted and agreed that any reference within this policy to the Data Protection Act 1998 shall be replaced with the Data Protection Act 2018.

It is further noted and agreed that Insuring clause 2.3 is replaced with the following:

#### **Data Protection**

The Insurer shall indemnify the Insured for defence costs and expenses resulting from any prosecution first brought against the Insured and/or any Employee and Notified during the Period of Insurance which arises out of the conduct of the Insured's Business in respect of any offences or alleged offences under the Data Protection Act 2018.

All other terms and conditions, remain unaltered.

# **TPIS106: Willwriters Professional Services Exclusion**

It is noted and agreed that the following professional services are excluded under this policy;

- equity release
- drafting of Offshore or Life Time Trusts and Life Asset Protection
- · acting as an attorney or trustee unless these activities have been declared to Insurers
- · advice provided in respect of Probate and Estate Administration unless these activities have been declared to Insurers
- · advice provided in respect of Lifetime Trusts unless these activities have been declared to Insurers
- services/activities relating to work as an Independent Financial Advisor
- funeral planning
- any reserved legal activities as defined in section 12 of the Legal Services Act 2007
- conveyancing

All other terms and conditions of this Policy remain unaltered.

#### **TPIS108: Valuation or Estimation Exclusion**

It is noted and agreed that we will not cover a valuation or estimation you did or used or implied in your services.

All other terms and conditions of this Policy remain unaltered.

# **TPIS95: Pandemic Exclusion**

We will not be liable under this Insurance in respect of any Loss, Damages or Defence Costs in connection with any Claim, arising out of, based upon or attributable to:

- a. Coronaviruses; and
- b. Coronavirus disease (COVID-19); and
- c. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2); and
- d. any mutation of or variation of a), b) or c) above; and
- e. any infectious disease that is designated or treated as a pandemic by the World Health Organisation; and
- f. any fear or anticipation of a), b), c), d) or e) above,

Provided always that nothing in this exclusion shall operate to exclude any claim or loss arising from the conduct of the Insured's **Professional Services** 

All other terms and conditions, remain unaltered.