



PROFESSIONAL INDEMNITY INSURANCE

Policy



(THIS IS A “CLAIMS MADE” POLICY & ONLY COVERS CLAIMS NOTIFIED DURING THE PERIOD OF INSURANCE)

THIS POLICY (AND THE SCHEDULE WHICH FORMS AN INTEGRAL PART OF THE POLICY) IS A LEGAL CONTRACT. PLEASE EXAMINE IT THOROUGHLY TO ENSURE IT MEETS YOUR REQUIREMENTS. IF IT DOES NOT PLEASE ADVISE YOUR INSURANCE ADVISER IMMEDIATELY.

WE WOULD REMIND YOU THAT YOU ARE REQUIRED TO INFORM US IMMEDIATELY OF ANY FACTS OR CHANGES WHICH WE WOULD TAKE INTO ACCOUNT IN OUR ASSESSMENT OR ACCEPTANCE OF THIS INSURANCE. FAILURE TO DO SO MAY INVALIDATE YOUR POLICY OR RESULT IN CERTAIN COVERS NOT OPERATING FULLY. IF YOU ARE IN ANY DOUBT AS TO WHETHER A FACT IS MATERIAL OR NOT, PLEASE CONTACT YOUR INSURANCE ADVISER.

Royal & Sun Alliance Insurance plc (herein called the Insurers) and the Insured agree that

The Policy the Schedule (including any Schedule issued in substitution) and any Memoranda shall be considered one Document and any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears

The Proposal or any information supplied by the Insured shall be incorporated in the contract

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

Insurance Clauses:

The Insurers will indemnify the Insured for their legal liability in respect of claims made against the Insured arising from the conduct of the Business and notified to the Insurers during the Period of Insurance for:

1 Breach of professional duty:

Including breach of confidence and accidental breach of copyright accidental infringement of patent or design rights by reason of any negligent act error or omission occurring or committed in good faith by:

- a) the Insured
- b) any Employee
- c) any Agent
- d) the Predecessors
- e) any other person firm or company acting jointly with the Insured

2 Dishonesty:

Arising out of any dishonest or fraudulent act or omission on the part of any Employee or Agent provided that

- a) no person committing or condoning such dishonest or fraudulent act or omission shall be entitled to indemnity
- b) if the Insurers so request the Insured shall take all reasonable steps to effect recovery from the person committing or condoning such dishonest or fraudulent act or omission or from the legal representatives of such person
- c) the following shall be deducted from any amount payable under this insurance
 - i) any monies which but for such dishonest or fraudulent act or omission would be due from the Insured to the person committing or condoning such act or omission
 - ii) any monies held by the Insured and belonging to such person
 - iii) any monies recovered following action as described in 2b) above
- d) the Insurers shall not be liable for any claim arising from any dishonest or fraudulent act or omission committed by
 - i) any person after the discovery in relation to that person or reasonable cause for suspicion of fraud or dishonesty
 - ii) any director of the Insured or their predecessors

3 Libel and Slander:

Committed in good faith by any partner former partner or principal of the Insured or Employee or the Predecessors arising from a publication or utterance

4 Breach of Warranty of Authority:

Provided that the Insured acted in good faith and in the belief that the appropriate authority was held

5 Loss of or damage to Documents:

For all sums for which the Insured shall become liable at law to pay in consequence of such loss or damage (Notwithstanding Exclusion 2)

In addition the following insurance will be provided:

6 Compensation for court attendance:

In the event of the legal advisers acting on behalf of the Insured but only where prior consent of the Insurers has been obtained requiring any of the Insured or their Employees to attend court as a witness in connection with a claim made against the Insured and notified under this insurance the Insurers will provide compensation at the following rates for each days attendance

- a) Any principal partner consultant or director of the Insured £300
- b) Any Employee £150

7 Defence Costs:

The Insurers will in addition pay all costs and expenses (other than costs incurred in endeavouring to effect recovery in accordance with clause 'b)' of Insuring Clause "2 Dishonesty") which are incurred by the Insurers or by the Insured with the Insurer's prior written consent in connection with any claim made against the Insured and notified under this insurance

Provided that if the amount of such claim exceeds the amount available under this insurance the liability of the Insurers for such costs and expenses shall be limited to the same proportion as that to which the amount available bears to the total amount payable to dispose of such claim

The Excess shall not apply to Defence Costs

Policy Enhancements:

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

For the purposes of this Policy Enhancement this insurance shall be deemed to be a renewal of any immediately preceding Professional Indemnity insurance issued by the Insurers Agent under which the Insured was entitled to indemnity

Exclusions:

This Policy will not indemnify in respect of:

- 1 the amount shown in the Schedule for the Excess
- 2 any liability arising out of the death disease or illness of or bodily injury to any person or loss of or damage to property unless arising out of advice design specification or omission to perform a professional duty
- 3 contractual liability arising directly or indirectly from any liability assumed by the Insured under any express warranty agreement or guarantee unless such liability would have attached to the Insured in the absence of such express warranty agreement or guarantee
- 4 any liability arising from;
 - a) defects in computers hardware or peripheral equipment and wiring
 - b) defective workmanship in the installation repair or maintenance of computers or hardware or peripheral equipment and wiring

This Exclusion shall not apply to software
- 5 any claim for
 - a) aggravated punitive or exemplary damages
 - b) penalties or liquidated damages in so far as liability under such agreement exceeds the amount of the Insured's liability in the absence of such agreement
- 6 any claim arising from any breach of any obligation owed by the Insured as employer to any Employee or former Employee
- 7 the consequences of any circumstance
 - a) notified under any policy which was in force prior to the inception of this insurance
 - b) known to the Insured at the inception of this insurance which might reasonably be expected to produce a claim
- 8 liability in respect of any action for damages brought against the Insured in a Court of Law outside the United Kingdom The Irish Republic Channel Islands and Isle of Man
- 9 any claim or loss otherwise failing for indemnity under this Policy where the cause of such claim or loss occurred or was alleged to have occurred prior to the Retroactive Date specified in the Schedule
- 10 a) loss or destruction of or damage to any property whatsoever or any loss or expense of nature directly or indirectly caused by or contributed to by or arising from
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

- b) loss destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 11 claims made against the Insured by any associated parent or subsidiary company or by any person or entity having or having held a financial or executive interest in the operation of the Insured unless such claim or claims emanate from an independent third party
- 12 liability arising directly or indirectly from
 - a) the mining processing manufacturing use testing ownership sale or removal of asbestos asbestos fibres or material containing asbestos; or
 - b) exposure to asbestos asbestos fibres or materials containing asbestos; or
 - c) 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
- 13 any claim or costs or expenses arising directly or indirectly out of War Risks or Terrorism

For the purposes of this exclusion:

 - a) Terrorism means an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto
 - b) War Risks means war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
- 14 any claim costs expenses or liability arising out of rights under the Contract (Rights Of Third Parties) Act 1999 of any person or company who is not a party to this Policy to enforce any term of the Policy other than any rights or remedy of a third party which exists or is available apart from this Act
- 15 full time employment outside of the Insured Business
- 16 any claim costs expenses or liability arising from
 - a) sub-contract printing and direct printing work
 - b) work as an advertising agent
- 17 any claim costs expenses or liability arising directing or indirectly from offshore work
- 18 any claim costs expenses or liability arising from domain name registration and web hosting activities

Definitions:

For the purposes of this insurance the following definitions are to apply

1 Excess:

The amount for which the Insured is responsible under this insurance in respect of any one claim made against the Insured for damages and claimant's costs and expenses

2 Any one claim:

All claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one claim

3 Employee:

Any person including any trainee or consultant under a contract of service with the Insured or the Predecessors at the time of any act neglect error or omission giving rise to a claim against the Insured The Insurers shall not exercise rights of recovery against any Employee unless the claim has been brought about or contributed to by the dishonest fraudulent criminal or malicious act error or omission of such Employee

4 Agent:

Any person or firm including sub-consultants directly appointed by the Insured or the Predecessors to act on their behalf

5 Predecessors:

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

6 The Insured:

The Insured as named in the Schedule The following will be indemnified in like manner to the Insured in respect of claims arising out of the conduct of the Business or that of the Predecessors provided that each shall as though the Insured observe and be subject to the terms of this Insurance so far as they can apply

- a) any partner or former partner of the Insured or if deceased incapacitated insolvent or bankrupt the legal representatives thereof in respect of liability at law incurred by such partner
- b) at the Insured's request any Employee or if deceased incapacitated or insolvent or bankrupt the legal representatives thereof in respect of liability at law incurred by such Employee

7 Documents:

- a) documents excluding bearer bonds coupons bank or currency notes or other negotiable instruments
- b) computer system records all the property of the Insured or for which the Insured is responsible

8 Insurers:

Royal & Sun Alliance Insurance plc St Marks Court Chart Way
Horsham West Sussex RH12 1XL

9 Insurers Agent:

Martello Professional Risks Limited (a wholly owned subsidiary of Royal & Sun Alliance Insurance plc)

Underwriting Centre: Saturn House 130/132 High Street
Chesham Bucks HP5 1EF

Claims Centre: 200 St Vincent Street Glasgow G2 5SG
Telephone Number 0845 678 2772

10 Broker:

Insurance2Day Insurance Services Ltd Turner House 1A Queen
Street Stourbridge West Midlands DY8 1TP

Conditions:

- 1 It is a condition precedent to any indemnity hereunder that the Insured shall give written notice to the Insurers Agent (regardless of the Excess) as soon as possible after becoming aware of circumstances which might reasonably be expected to produce a claim against the Insured or loss irrespective of the Insured's views as to the validity of such claim or on receiving information of such claim for which there may be liability under this insurance Any such claim or loss arising from such circumstances shall be deemed to have been made in the Period of insurance in which such notice has been given
- 2 Every letter claim writ or summons and process relating to any claim or circumstance shall be forwarded to the Insurers Agent immediately on receipt It is a condition precedent to any indemnity hereunder that no admission offer promise payment or indemnity shall be made or given on behalf of the Insured without the written consent of the Insurers
- 3 The Insurers shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim and shall have full discretion in the conduct of any proceedings and in the settlement of any claim
- 4 The Insured shall give all such assistance as the Insurers may require but the Insured shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement a similar authority) shall advise that such proceedings could be contested with the probability of success
- 5 In connection with any claim against the Insured the Insurers may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid during the Period of Insurance) or any less amount for which such claims can be settled and thereupon the Insurers shall relinquish control of such claims and be under no further liability in connection therewith except for costs and expenses for which the Insurers may be responsible under this insurance in respect of matters prior to the date of such payment
- 6 If at the time any claim arises under this insurance the Insured is or would but for the existence of this insurance be entitled to indemnity from any other policy or policies the Insurers shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected
- 7 Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this insurance shall be governed and construed in accordance with English law and shall be resolved within the non exclusive jurisdiction of the courts of England and Wales
- 8 If any payment is made under this Policy in respect of a claim hereunder Insurers are thereupon subrogated to all of the Insured's rights of recovery thereto However Insurers shall not exercise any such rights against any Employee or former Employee of the Insured unless the claim has been brought about or contributed to by any dishonest fraudulent criminal or malicious act of the Employee It being understood that Insurers shall at all times retain all the Insured's rights of recovery against any person or party who is not an Employee or former Employee of the Insured
- 9 The Insured undertakes that the premium will be paid in full to the Insurers Agent (or in respect of instalment premiums when due).

If the premium due under this policy has not been so paid to the Insurers Agent (and in respect of instalment premiums by the date they are due) the Insurers Agent shall have the right to cancel this policy by notifying the Insured via the broker in writing. In the event of cancellation premium is due to the Insurers Agent on a pro rata basis for the period that the Insurers are on risk but the full policy premium shall be payable to the Insurers Agent in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that the Insurers Agent shall give not less than 15 days prior notice of cancellation to the Insured via the broker. If the premium due is paid in full to the Insurers Agent before the notice period expires notice of cancellation shall automatically be revoked. If not the policy shall automatically terminate at the end of the notice period. If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.
- 10 It is a condition precedent to any indemnity hereunder that the Insured obtain authorisation from their client in their final format of advertising campaigns broadcast material exhibition materials web site design automotive engineering design or other such items prior to proceeding to publish broadcast print or production

Data Protection

All personal information supplied by you will be treated in confidence by the RSA Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in data systems of the RSA Group of companies or our agents or subcontractors.

The RSA Group of companies may pass your personal information to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect your personal information, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

How to contact the Data Protection Liaison Officer

On payment of a small fee you are entitled to receive a copy of the information we hold about you. If you have any questions, or you would like to find out more about this notice you can write to

Data Protection Liaison Officer
RSA
Customer Relations Office
Bowling Mill
Dean Clough Industrial Park
Halifax
HX3 5WA

Complaints Procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially please raise your concerns with your usual business contact. If your complaint is not resolved or you are not happy with our response and the course of actions proposed, you can progress your complaint to our Customer Relations Office. A separate investigation will then be carried out in an attempt to resolve your complaint and a final response issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

Customer Relations Contact Details

Customer Relations Office
Royal & Sun Alliance Insurance plc
Bowling Mill
Dean Clough Industrial Estate
Halifax
HX3 5WA

Tel: 0800 1076161
Fax: 01422 325227
e-mail: crt.halifax@uk.rsagroup.com

What to do if you are still not satisfied

If you are still not satisfied, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 0801800
Email: complaint.info@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

