



PROFESSIONAL INDEMNITY

Policy Summary

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This policy is an annually renewable Professional Indemnity insurance, underwritten by Royal & Sun Alliance Insurance plc.

This policy provides protection in respect of civil liability for damages and claimant's costs and expenses incurred in connection with the conduct of your Professional Business. Cover applies to claims first made against you and notified to us during the period of insurance.

The information in the following tables gives a summary of the cover provided. For full terms and conditions of the cover please refer to the policy document, a copy of which is available on request.

Other Important Information

The Other Important Information section of this Policy Summary explains the following:

- Claims
- Law applicable to the policy
- Complaints
- Compensation
- Renewal and cancellation
- Financial or Trade Sanctions

Table I Standard Features and Benefits

The following will automatically be included in your policy:

Features and Benefits	Significant Exclusions or Limitations
Professional Indemnity Insurance (General Wording)	
<p>Standard Cover:</p> <ul style="list-style-type: none"> • “Claims made” wording, meaning that the policy covers claims first made against you and notified to us during the Period of Insurance • Where you notify us during the Period of Insurance of circumstances that might reasonably be expected to produce a claim, we cover a subsequent claim arising from such circumstances as though it were made in the Period of Insurance • Protection is given to the Insured named in the Schedule, past and present partners (or members of LLPs), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy • Covers civil liability (including liability for claimant's costs and expenses) incurred in connection with the conduct of Professional Business, including: <ul style="list-style-type: none"> - Breach of professional duty - Liability for dishonest acts - Libel & slander - Liability for damage to documents - Infringement of intellectual property rights - Adjudication and arbitration awards - Other types of civil liability, such as contractual liability, unless specifically excluded • Covers Defence Costs incurred with our written consent in addition to the Limit of Indemnity • Cover for ombudsmen's awards • Costs of replacing or restoring Documents lost or damaged in transit or in your custody up to a maximum of £250,000 during any Period of Insurance • Compensation for attendance at court, mediations or other hearings in connection with a claim at the following daily rates: <ul style="list-style-type: none"> - any principal, partner, member or director £500 - any employee £250 • Special benefit clause waiving our rights to avoid the policy in the event of innocent non-disclosure at renewal • Access to our helpline offering advice on legal matters, health & safety issues, tax and VAT concerns and also providing stress counselling 	<ul style="list-style-type: none"> • Claims which should be insured under other types of policies, such as Employers' Liability and Public/Products Liability, Directors' & Officers' Liability, Employment Practices Liability and Motor Insurance • Asbestos & nuclear risks, pollution, war & terrorism • Adjudications where the adjudicator is not independent or the timetable is more onerous than in the Scheme for Construction Contracts, and arbitration awards made outside the UK • Express guarantees, contractual penalties or liquidated damages which are beyond your liability at common law • Claims made by entities in which you have a controlling interest • Claims where you contract to manufacture, construct, erect or install or supply materials or equipment • Dishonesty of a person after there is reasonable cause for suspicion • Fines, penalties and punitive damages • Claims brought in North America • Previous claims or circumstances • Spite or reckless behaviour • Business risks, such as contracts for supply of goods or services to your business, your insolvency, pension & benefit schemes and trading losses • Damage to Documents caused by computer viruses or hacking (procedures must be in place for the security and daily back-up of electronic Documents) • Any claim or loss where the cause occurred prior to the Retroactive Date (only applicable where a Retroactive Date is specified)

Table 2 Conditions

The following apply to the policy as a whole. For full details of these and other exclusions and limits please read your Policy Wording/Schedule

Conditions

- You shall ensure that the Proposal or Statement of Fact and any information supplied by you contains such information as is necessary for us to properly assess the risk and premium
- Claims or circumstances which might reasonably be expected to produce a claim must be notified to us in writing as soon as reasonably possible
- Adjudications must be notified within two working days
- You must notify us within ten working days if you become aware that an ombudsman is reviewing a case connected with your Professional Business
- Where you choose to pay your premium by instalments we reserve the right to terminate the Policy if there is a default in payments

Insured's Contribution and Limits

- The Limit of Indemnity for Civil Liability is specified in the Schedule usually and applies on an "any one claim" basis without aggregate limitation in the Period of Insurance. Defence Costs are payable in addition. (Any variation from the standard basis will be clearly stated in your quotation or Policy Schedule.)
- Your policy may be subject to an Insured's Contribution, which is the amount you must contribute towards settlement of a claim. This will be shown in your policy schedule. No contribution is payable for Defence Costs or Damage to Documents.

OTHER IMPORTANT INFORMATION

Claims

Should you wish to make a claim under your policy please call our claims helplines as soon as possible:

For business placed through RSA ONLINE or with RSA offices in Birmingham, Bristol, Redhill, Horsham, Leeds, London or Manchester, call 01403 232 308. For business placed with RSA SME PI or with the RSA Glasgow office, call 0141 285 8059.

You must give us any information or help that we may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy document.

Law applicable to the policy

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which your business is based. Full details will be provided in your policy documentation.

Financial or Trade Sanctions

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy documentation.

Complaints

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint you should initially contact the person who arranged the policy for you or the manager of RSA at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

RSA

Customer Relations Team
P O Box 2075
Livingston
EH54 0EP

If they cannot resolve the matter to your satisfaction, they will provide you with our final response so that you can, if you wish, refer the matter to the Financial Ombudsman Service. This does not affect your right to take legal action.

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

Compensation

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Renewal and cancellation

Shortly before each policy anniversary, we will tell you the premium and terms and conditions that will apply for the following year. If you wish to change or cancel the cover you must tell us before the renewal date.

If you pay by direct debit, we will renew the policy and continue to collect payments unless you tell us, before the renewal date, that you wish to cancel the policy. If you pay by any other method, you must submit a further payment if you wish to renew the policy.

Royal & Sun Alliance Insurance plc (No. 93792).
Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.