

HOWDEN PROFESSIONALS

Professional Civil Liability Insurance Summary of Cover

This Civil Liability policy is designed to respond to your needs to protect you against civil liability claims arising from your professional activities.

Your Cover

Cover is underwritten by Dual Corporate Risks Ltd acting for Liberty Mutual Insurance Europe Ltd, PartnerRe Ireland Insurance Ltd, Lloyd's Syndicate 1861 (ANV) and Lloyd's Syndicate 1458 (RNR). The policy will indemnify you in the event of a claim being made against you for civil liability arising from your professional services.

Civil Liability includes Professional Indemnity, Public Liability (with a £10,000,000 limit of indemnity as standard), Products Liability and Libel & Slander. The policy will indemnify you subject to its terms conditions and exceptions, up to the selected indemnity limit for any amount you may have to pay as compensation plus legal costs.

Automatic Extensions

The policy provides additional cover, the most significant of which are detailed below

Fidelity

Your direct financial loss from the dishonesty of employees where there is a clear intention to cause you loss or damage and obtain a personal financial gain over and above any salary, up to a maximum amount of £50,000.

Non Payment or Requests for Refund of Fees

Should one of your clients have reasonable grounds for being dissatisfied with your professional services and refuses to pay or requests a refund of any or all your fees and threatens to bring a claim against you for more than the amount owed, the insurer will reimburse you for the amount owed to you, if they believe that by your withdrawal of your demand for fees to be paid this will avoid a legitimate claim for a greater amount.

Release of Confidential Information

In the event that a court or tribunal shall require you to release or disclose notes of a confidential nature the insurer will pay up to £5,000 in respect of additional costs and expenses incurred in connection with the release of such information.

Complaint Investigation and Disciplinary Hearings

In the event that a formal complaint is made about you to your professional body or other regulator the policy will provide appropriate levels of support, assistance or representation at each stage of the process including (with the consent of the insurers) an appeal against any judgement or sanction.

Death, Retirement, Career Break

In the event of your ceasing to practise you would normally need to purchase what is known as run-off cover at the expiry of your insurance to provide cover for any claims that may arise in the future from work that you had previously done. This policy will provide run-off cover free of charge for a period of 72 months from the expiry date of the policy in the event of your death, retirement or taking a career break. If we are notified of these events we will write and confirm cover. In respect of any claimant who lacks mental capacity and any claimant under 18 years of age at the time of treatment, the 72 month period is available from the date at which the claimant no longer lacks capacity or reaches the age of 18

Directors & Officers

In the event that as a director, officer or senior employee a personal allegation is made against you for a negligent act, or an act outside your agreed level of authority, the policy will provide cover for defence costs and any damages that are awarded against you, this would include a situation where you act as a trustee for a charitable organisation. The maximum payable for this extension is £80,000.

Where you are covered

The policy will cover you as a resident of UK, Channel Isles or the Isle of Man whilst working in these territories and whilst working temporarily anywhere in the world.

When you are covered

The policy is issued on a 'claims made' basis and will respond to a claim if the policy is in force at the time a claim is made against you, irrespective of the date when the events giving rise to the claim are alleged to have occurred. **Provided that**

1. when you took out the policy you were not aware of any circumstances that may give rise to a claim. (see Significant Exclusions below)
2. you tell us immediately (and in any event within 30 days of the expiry of the policy period) if you become aware of any claim being made against you or circumstances that might give rise to a claim being made against you as in both these cases any actual claim that subsequently arises will be considered as being made in the policy period in which you report it

It is important that you bear these points in mind before allowing your policy to lapse because once you are aware of a claim or circumstance that might lead to a claim it can only be dealt with in the policy period in which you first became aware of it.

To notify us of a claim or any circumstances which may give rise to a claim contact Howden on 01924 241945.

Significant Exclusions

The policy will not cover you in respect of:

Prior Knowledge

Any claim arising from circumstances that you knew or ought reasonable to have known prior to the commencement of the policy could give rise to a claim.

Any claim that was first made, threatened or intimated against you prior to the commencement of the policy or for which notice has been or reasonably should have been under any previous insurance.

Liability to Employees

In respect of any claim made against you by employees arising directly or indirectly out of or in the course of their employment.

Deliberate Acts

Any injury loss or damage deliberately intended by you.

Controlling Interests

Any claim arising from or brought by a firm, company or organisation in which you have a controlling interest.

Legal Helpline

Cover includes a 24 hour legal helpline which provides extensive advice across a broad range of both business and personal legal issues.

The helpline operated by Legal Assistance Direct includes a team of approximately 40 experienced solicitors, barristers and legal executives.

The legal helpline service delivers advice to callers in England, Scotland, Wales, Northern Ireland and the Channel Islands. The majority of calls are handled in the main call centre in Colchester, with calls regarding Scottish Law being handled by a legal team in Scotland.

The service offers extensive multilingual capabilities, currently including; French, Gujarati, Greek, Hindi, Italian, Spanish, and Urdu and can also provide "type talk" facility for callers with hearing difficulties.

This document provides only a summary of the cover provided and the significant exclusions. It is provided so that you have sufficient information to enable you to make an informed choice. A full copy of the policy wording will be issued on commencement of cover. If you require further details of anything contained in this document please call us on 01924 241945.