

Professional indemnity

Summary of cover

This document provides a summary of the cover available. It does not contain the full terms of the policy, which can be found in the policy documents. If there is any dispute between this document and the policy documents, the policy documents will be taken as correct.

What is this type of insurance?

This product is designed to cover liabilities and other losses arising out of the performance of professional services.

Significant features and benefits

Professional indemnity

- ✓ Damages you are legally obliged to pay because of any civil liability arising out of the performance of professional services by you or anyone on your behalf

Breach of contract

- ✓ Damages you are legally obliged to pay because of any unintentional breach of contract with any party you have contracted with to provide professional services

Claims expenses

- ✓ We have the duty to defend you and will pay all reasonable and necessary legal costs and expenses for the investigation and defence of covered claims

Payment of your fees

- ✓ Fees owed to you by your client if they are dissatisfied with your work, refuse to pay, threaten to bring a claim and we believe it is possible to settle the dispute by you agreeing not to press the client for the disputed amount

Employee dishonesty

- ✓ Financial loss sustained by your organisation as a direct result of employee dishonesty

Loss of documents

- ✓ Costs to restore or replace any lost or damaged documents

Reputation and brand protection costs

- ✓ Public relations and crisis management costs to mitigate reputational harm to your organisation resulting from the publication of a covered claim

Appeal costs

- ✓ Reasonable legal costs and expenses to bring an appeal against a finding in relation to a covered claim (provided you have reasonable prospects of success)

Court attendance costs

- ✓ If you have to attend court as a witness in connection with a claim, we will pay you £500 per day for your management and £250 per day for your employees

Significant or unusual exclusions or limitations

- ✗ Third party telecoms or technology defect (unless recoverable under a written contract)
- ✗ Chargeback liability
- ✗ Intentional unlawful collection, retention or distribution of information
- ✗ The sale, transfer, distribution, airdrop, storage or use of digital currency
- ✗ Over redemption or under redemption of coupons, discounts, awards or prizes
- ✗ Contractual liability (unless specifically covered or you are liable in the absence of a contract)
- ✗ Bodily injury or property damage unless from design, advice or consultancy in your professional services
- ✗ The supply, manufacture, maintenance, withdrawal or recall of tangible products
- ✗ Abuse or molestation
- ✗ Pollution, asbestos, toxic mould, nuclear or electromagnetism
- ✗ Land, buildings, aircraft, motor vehicles or watercrafts
- ✗ Natural events (fire, flood, earthquake etc.)
- ✗ War or terrorism
- ✗ Claims brought by or on behalf of any governmental entity in their regulatory or official capacity
- ✗ Insolvency, bankruptcy, trading losses, loss of money or discounts
- ✗ Ownership, sale or purchase of stock or other securities, or violation of a securities law
- ✗ Liability of any director or officer while acting for you in that capacity
- ✗ Claims brought by you or any related entity
- ✗ Employment practices, benefit plans or racketeering
- ✗ Criminal, dishonest (unless specifically covered), intentional or fraudulent acts
- ✗ Claims or circumstances known at the start date
- ✗ Statements you knew or ought to reasonably to have known were defamatory
- ✗ Infringement or misappropriation of ideas or patents, intellectual property licensing



Media and advertising liability

- ✓ Damages you are legally obliged to pay because of any defamation, libel, slander, infliction of emotional distress or harm to reputation arising out of the performance of professional services by you or anyone on your behalf

Where am I covered?

- You are covered for your business activities carried out anywhere in the world
- You are covered for claims brought against you in courts inside the jurisdictional limit listed in the schedule

Are there any restrictions on cover?

- The maximum amounts payable under this policy are the limits of liability listed in the schedule
- You must contribute the excess listed in the schedule toward each separate loss
- Any sub-limit listed in the schedule is the maximum amount payable in total for that insuring clause

What are my obligations?

- You must comply with your duty to make a fair presentation of risk in accordance with the Insurance Act 2015 (UK)
- You must notify us as soon as practicable of any change of control which takes place in respect of your parent company
- You must notify us of any claim or circumstance as soon as practicable and no later than 30 days after the policy period
- You must not admit liability, compromise or settle any claim or insured event without the insurer's written consent
- You should review and update your cover periodically to ensure it remains adequate

When does the cover start and end?

Cover will start on the date you select and continue each month until it is cancelled.

How do I cancel the contract?

You have the right to cancel this insurance at any time by providing us with 30 days' notice.

When and how do I pay?

The premium will be collected from your preferred bank account or payment card each month.

How do I notify a claim?

To notify us of a new claim or loss, please email bukproclaims@gosuperscript.com or call **0800 772 3059**.

How do I make a complaint?

To notify us of a complaint, please email complaints@gosuperscript.com or call **0333 772 0759**. If you are still not satisfied, we will tell you how to take your complaint to the Financial Ombudsman Service.

We are covered by the Financial Services Compensation Scheme (FSCS). You can contact the FSCS by email to enquiries@fscs.org.uk or phone on **020 7892 7300**.

**Who underwrites this insurance?**

This insurance is underwritten by certain underwriters at Lloyd's.