



direct line
for business

Professional Indemnity Insurance

All you need to know



Free Business Advice Service

These helplines are provided for Your use whilst Your Policy is in force.

Eurolaw Commercial Legal and UK Tax Advice 0330 100 7901

Unlimited access to a team of legal advisors, for confidential legal advice and guidance on any commercial legal problem such as:

- Employment
- VAT
- Prosecution
- Contract disputes
- Landlord and tenant disputes

Please note that advice on motoring matters is not available.

Eurolaw Commercial Legal advice can only be offered in respect of matters subject to the laws of and within the jurisdiction of courts or tribunals of:

- England, Scotland, Wales and Northern Ireland
- the Channel Islands and the Isle of Man
- any other member country of the European Union
- Switzerland and Norway

Tax advice can only be offered in respect of matters subject to the laws of the United Kingdom.

Specialist legal advice is provided 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, You will be called back the next working day between 9am and 5pm.

Tax advice is provided by tax advisors 9am – 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, You will be called back the next working day between 9am and 5pm.

This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Limited all calls are recorded.

Stress Counselling Helpline 0345 878 5029

Available 24 hours each day, seven days every week, all year round.

A confidential counselling service for any employee (and their family) over the telephone, assisting issues such as:

- Stress
- Relationship
- Depression
- Bereavement
- Family

This service can also help with:

- Onward referral to relevant voluntary, self-help groups or professional services
- Availability of planned (weekly) telephone counselling sessions, time to suit caller
- Details of face to face counsellors in Your area

Any costs arising from the use of these referral services will not be paid by DAS.

This helpline is provided on Our behalf by DAS Legal Expenses Insurance Company Ltd, all calls are recorded.

DAS will not accept responsibility if the telephone helpline services operated by them are unavailable for reasons they cannot control.

In addition to these helplines, DAS offer on Our behalf access to the DAS Employment Manual.

Employment manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for Your own use.

Contact DAS at employmentmanual@das.co.uk with Your email address, quoting Your policy number and DAS will contact You by email to inform You of future updates to the information.

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Definitions

Titles and Headings in this Policy are descriptive only and are used solely for convenience of reference and will not be deemed in any way to limit or affect the provisions to which they relate.

Any words or expressions in the Policy which have a specific meaning appear in bold print and have the same meaning whenever they appear in the Policy (whether expressed in the singular or in the plural, male, female or neutral) unless expressly stated otherwise.

Breach of contract

will mean breach of a written contract to design, produce or supply **IT services** or **Deliverables**.

Circumstance

means any circumstance, incident, occurrence, fact, matter, act, omission, state of affairs or event which is likely to give rise to a claim against **You** or a claim by **You** under the Policy.

Claim

a written demand for financial compensation from **You** in consequence of an alleged breach of contract or breach of professional duty on the part of **You** which gives rise to a third party loss.

Compensatory damages

will mean compensatory awards or settlements.

Computer system

will mean any computer, data processing equipment, media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode, or any electronic documents utilised in the ownership, security and management of **Your** electronic communications system, world-wide website, internet site, intranet site, extranet site or web address(es).

Defence costs and expenses

will mean all costs and expenses incurred, with **Our** prior consent, in the investigation, defence and settlement of any **Claim** or any

Circumstance first notified during the **Period of insurance**. It does not include **Your** own costs and expenses.

Deliverables

will mean any hardware, firmware, peripherals, software, cabling or electronic equipment.

Documents

will mean digitised data, information recorded or stored in a format for use with a computer, microcode, deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates, written or printed documents or forms of any nature whatsoever (excluding any bearer bonds or coupons, bank or currency notes, share certificates, stamps or other negotiable paper).

Employee

will mean:

- a** any person employed by **You** under a contract of service, training or apprenticeship; and
- b** any voluntary worker; and

- c** any locum, seasonal or temporary personnel; and
- d** any self-employed person or entity acting as a freelance consultant;
- e** but only if such person or entity is working under **Your** direction, control and supervision.

Excess

will mean the first amount as specified in the **Schedule** payable by **You** in respect of each and every **Claim** after the application of all terms and conditions of this policy. The **Indemnity limit** is additional to the **Excess**. The **Excess** is not applicable to **Defence costs and expenses** (unless expressly stated otherwise in the **Schedule**).

Financially associated person or entity

will mean:

- a** any business controlled or managed by **You** or in which **You** have an executive interest;
- b** any company in which **You** directly or indirectly own or control more than 15% of the issued share capital;
- c** any person having an executive or managerial role in **Your** firm or who would be considered to be a shadow director (as defined in s.251 of the Insolvency Act 1986);
- d** any company that directly or indirectly owns or controls any of the issued share capital of **Your** firm or any of whose issued share capital is directly or indirectly owned or controlled by any other company or person who directly or indirectly owns or controls any of the issued share capital

Indemnity limit

will mean **Our** total liability to pay **Compensatory damages**, claimant's costs, fees and expenses and will not exceed:

- a** with regard to Insuring Clause 2, for **Claims** arising directly or indirectly from any dishonest, fraudulent or malicious acts or omissions of any former or present **Employees** or sub-contractors the sum stated in the **Schedule** inclusive of **Defence costs and expenses** in respect of any one **Claim** and in total for all **Claims** first made during the **Period of insurance**;
- b** in all other cases (except where specific sums are stated in the Insuring Clauses of the Policy) the sum(s) stated in the **Schedule** in respect of any one **Claim**.

If more than one person is entitled to an indemnity under the terms of this Policy then **Our** total liability to all such persons will not exceed the **Indemnity limit**. For the avoidance of doubt, **Our** total liability to indemnify **You** under the Insuring Clauses and Extensions will not exceed the sum stated in the **Schedule**.

IT services

will mean any services provided in the ordinary course of **Your** business including but not limited to data processing, data warehousing, domain name registration, the provision of outsourced services, systems analysis and design, telecommunications and data services, maintenance, website design, web hosting services.

Jurisdiction

means the jurisdiction stated in the Schedule. Where no jurisdiction is stated in the schedule then the **Jurisdiction** will be Worldwide but excluding the United States of America (including its territories and/or possessions) and Canada.

Insuring Clauses

Liquidated damages

will mean a sum of money or formula used to determine a genuine pre-estimate of loss and damage attributable to a specified **Breach of contract** (above any **Excess** stated in the **Schedule**) on the part of **You**, provided that at the time the sum or formula was created and agreed between the parties to the contract the liquidated damages agreement represented a fair, reasonable and justifiable reflection of loss occasioned by a breach. Such sum of money or formula cannot be above any amount that would be recoverable had the **Claim** been made and determined as a common law **Claim** for Breach of contract.

Multimedia activities

will mean publishing, broadcasting, communications or any other dissemination of data, text, sounds, images or similar content, acts committed in the process of researching, investigating, gathering, acquiring, obtaining, preparing, compiling, or producing data, text, sounds, images or similar content, or the licensing, syndication, serialisation, distribution, sale or lease of data, text, sounds, images or similar content

Notification costs

will mean the reasonable and necessary costs incurred by **You** to draft, send and administer notification communications to those whose data **You** can show has been stolen or misplaced.

Period of insurance

will mean that as stated in the **Schedule**.

Professional business

is the business of Yours as stated in the **Schedule** including

Multimedia activities.

Schedule

will mean the document titled **Schedule** that includes the name of **You**, the premium and other variables to this Policy (including endorsement clauses) and is incorporated in this Policy. **Schedules** may be reissued from time to time and each successor overrides the earlier **Schedule**.

Virus

will mean any unauthorised executable code uploaded to, or replicated through, a **Computer system** or network whether termed a virus or known by any other name and whether it is self-replicating or non-replicating which causes damage or loss to data or the **Computer system**.

We / Us / Our

U K Insurance Limited and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

You / Your / Yours

will mean any person or firm stated in the Schedule and includes:

- a the current or previous partners, directors, principals, members or Employees of any firm or company stated in the Schedule;
- b any other person who becomes a partner, director, principal, member or Employee of any firm or company stated in the Schedule;
- c entity that becomes an additional **You** under the terms of Extension 3 – Mergers and Acquisitions.

In consideration of the premium having been paid to Us, You are indemnified as follows:

1 Indemnity

Up to the **Indemnity limit** for any **Claim** first made against **You** during the **Period of insurance** for which You are allegedly liable to pay **Compensatory damages** (including claimant's costs and expenses) and arising out of the ordinary course of the **Professional business** within the geographical limits stated within the **Schedule**, in consequence of:

- a **Breach of contract** to design or supply **Deliverables** or provide **IT services** including indemnity for **Liquidated damages**;
- b breach of professional duty, negligent act, negligent error, negligent omission, negligent misstatement or negligent misrepresentation;
- c the failure to protect against unauthorised access to, unauthorised use of, or a denial of service attack against **Your Computer system**;
- d transmission of a **Virus**;
- e defamation or other tort related to disparagement of character, reputation or feelings of any person or organisation including libel, slander, product;
- f disparagement and malicious falsehood;
- g breach of confidentiality or other invasion, misuse of private information, infringement or interference with rights of privacy or publicity including false light and the public disclosure of private facts including misuse of any information which is either confidential or subject to statutory restrictions;
- h infringement of intellectual property rights including copyright, title, slogan, trademark, trade name, trade secret, domain name or metatag, moral rights, misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork, passing off and plagiarism and commercial appropriation of name or likeness;
- i the misplacement of or damage to **Documents**;
- j any other civil liability not otherwise excluded.

2 Dishonesty

Up to the **Indemnity limit** for any Claim first made against You during the **Period of insurance** for which You are allegedly liable to pay **Compensatory damages** (including claimant's costs and expenses) and arising out of the ordinary course of the **Professional business** within the geographical limits stated within the **Schedule**, as a consequence of dishonest, fraudulent or malicious act or omission of any former or present **Employee** (which for the avoidance of doubt for the purpose of this insuring clause does not include any principal, partner, member or director of **Yours**).

3 Data protection defence costs

Up to a maximum of £250,000 in the aggregate in the **Period of insurance**, in respect of legal costs and expenses incurred with **Our** prior written consent in the defence of any criminal proceedings brought against **You** during the **Period of insurance** under The Data Protection Act 1998 or amending or superseding legislation provided always that:

- a the act, error or omission giving rise to the proceedings will have been committed by **You** in the ordinary course of the **Professional business**;
- b **We** will be entitled to appoint solicitors and counsel to act on **Your** behalf;
- c **We** will have no liability to pay costs incurred subsequent to a plea or finding of guilt on **Your** part, or in the event that counsel should advise that there are no reasonable prospects of successfully defending the proceedings, except for costs incurred solely for the purpose of making a plea in mitigation before sentencing or costs incurred in making an appeal if counsel will advise that the prospects of a successful appeal following a finding of guilt are reasonable;

4 Reputation management

Following a **Claim** under Insuring Clauses 1 or 2 for all reasonable costs incurred with **Our** prior written consent (not to be unreasonably withheld) for a public relations and/or crisis management consultant to avert or mitigate any material damage to **Your** business reputation.

5 Costs for prosecuting infringement of **Your** intellectual property rights

Up to a maximum of £25,000 in the aggregate in the **Period of insurance**, for claims first made by **You** during the **Period of insurance** for reasonable and necessary costs and expenses incurred with **Our** prior consent in prosecuting any claim for infringement of intellectual property rights first discovered during the **Period of insurance** where the ownership of such rights is vested in **You**.

For the purposes of this Insuring Clause **We** will only give prior consent where **You** have provided, at **Your** own expense, an opinion from a solicitor, barrister or suitably qualified intellectual property agent evidencing the existence of **Your** intellectual property rights, the infringement of those rights, a measurable loss and a reasonable prospect of success.

6 Irrecoverable fees

Up to the **Indemnity Limit** for amounts owed to **You**, including amounts legally owed by **You** to sub-contractors or suppliers, due to the refusal of **Your** client to pay for work done by **You** for them where such client has reasonable grounds for being dissatisfied with the work and threatens to bring a claim for more than the amount owed, and which would otherwise be covered under Insuring Clause 1, provided that such threat is first made against **You** and notified to **Us** during the **Period of insurance** In

such circumstances, if it is possible to settle the dispute by agreeing not to pursue the outstanding amount, **We** will agree to pay the amount owed if they consider that it will avoid a legitimate claim under Insuring Clause 1 for a greater amount. If, following this, a claim under Insuring Clause 1 still arises then the amount paid under this section will be deducted from the **Indemnity limit**. If **You** eventually recover part or all of the debt then such recovered amount will be repaid to **Us** less **Your** reasonable expenses of recovering the debt due.

7 Costs for representation

All reasonable and necessary legal costs incurred by **You** with **Our** prior written consent for representation at any inquiry or other proceeding which has, in **Our** sole opinion, a direct relevance to any claim, **Circumstance** or event which could form the subject of indemnity under this Policy. For the avoidance of doubt Costs for Representation cover does not apply to Insuring Clause 5.

Extensions

In respect of indemnity provided under Insuring Clause 1 and subject otherwise to Policy terms and conditions the following extensions of cover apply:

1 Joint ventures

You are indemnified up to the **Indemnity limit** for any **Claim** or **Circumstance** arising from the **Professional business** carried out by or in the name of any joint venture or any other profit-sharing arrangement but only in respect of the acts or omissions of **You**;

2 Indemnity to principals

If **You** so request, **We** will indemnify any Principal with whom **You** have entered into an agreement as far as is necessary to meet the requirements of such agreement but only in respect of liability incurred to independent third parties arising directly from the **Professional business** services performed by **You** and subject always to the terms and conditions of this Policy;

3 Mergers and acquisitions

If during the **Period of Insurance You**:

- a purchases assets or acquires liabilities from another entity in an amount no greater than 10% of **Your** assets as listed in **Your** most recent financial statement; or
- b acquire another entity whose annual revenues are no more than 10% of **Your** annual revenues for **Your** last completed financial year; and

there is no material deviation to **Your Professional business**; and

- c prior to the acquisition of the acquired company neither **You** nor the acquired company are aware of any professional indemnity claims or circumstances that could give rise to a claim;

then this Policy will automatically include such entity as **You** but only in respect of any act or omission occurring on or after the date of merger or acquisition unless otherwise agreed by **Us**;

4 Sub-contractors

Where **You** have engaged a third party under a written contract to provide **IT Services** under **Your** supervision, **We** will indemnify **You** for any **Claim** brought as a result of the subcontractors work undertaken on **Your** behalf to the extent that **You** have not waived or otherwise impaired any rights of recourse against said sub-contractors;

5 Notification costs

Up to a maximum of £250,000 in the aggregate in the **Period of insurance** with **Our** prior consent;

6 Compensation for court attendance

In the event of any of the persons stated below attending court as a witness at the request of **Us** in connection with a **Claim** in respect of which **You** are entitled to indemnity under these sections **We** will provide compensation to **You** at the following rates per day for each day on which attendance is required:

- a any director or partner of **Yours**: £250;
- b any **Employee** of **Yours**: £100;

7 Legal defence costs and expenses

We will pay in addition to any indemnity under Insuring Clause 1, all **Defence costs and expenses provided that**:

- a if the amount paid or agreed to be paid by or on behalf of **You** to dispose of a claim exceeds the **Indemnity limit We** will only be liable for that proportion of the **Defence costs and expenses** which the **Indemnity limit** bears to the amount paid or agreed to be paid;
- b in the event that **We** elect to make a payment to **You** pursuant to Notification and Claims Condition 2.2 then **We** will have no liability to pay **Defence costs and expenses** incurred after the date upon which such payment is made.

Exclusions

These Exclusions set out what is not covered under this Policy.

We will not be liable to indemnify **You** against any Claim:

1 Asbestos

arising directly or indirectly out of or resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity;

2 Bodily injury/property damage

for bodily injury, sickness, disease, psychological injury, emotional distress, nervous shock or death sustained by any person or any loss, damage or destruction of property unless such **Claim** arises directly from any designs, plans, specification, formulae, directions or advice provided in any **IT services** or **Deliverables**;

3 Claims or Circumstances known at inception

arising directly or indirectly from any claim or **Circumstance** of which **You** were, or ought reasonably to have been, aware prior to inception of this Policy, whether notified under any other insurance or not;

4 Commercial disputes

arising from any commercial dispute between **You** and **Your** business partners or business associates, including but not limited to any reseller, distributor, original equipment manufacturer, third-party sales agent, systems integrator, or joint venture partner, but only to the extent such a **Claim** is based upon:

- a commission or royalty, or any other term upon which such partner or associate is to be compensated in connection with doing business with **You**, or any compensation or remuneration promised or owed by **You** pursuant to those terms; or
- b **Your** decision to cease doing business with such a partner or associate;

5 Costs and Expenses incurred without prior consent

for costs and expenses incurred without **Our** prior consent;

6 Deliberate acts

arising directly or indirectly from any deliberate or reckless breach, act, omission, or infringement committed, condoned or ignored by **You** (unless covered under Insuring Clause 2.) For the avoidance of doubt no indemnity will be given under Insuring Clause 2 in the event that any principal, partner, member or director of **Yours** conspired to commit or condoned any such dishonest, fraudulent or malicious act or omission;

7 Financially associated persons or entities

made against **You** by any **Financially associated person or entity** whether alone or jointly with any other person or entity. However, this exclusion will not apply to any claim brought against such **Financially associated person or entity** by an independent third party which would, but for this exclusion, be covered by this Policy;

8 Financial advice

arising directly or indirectly from any investment, the provision of any finance or other financial advice;

9 Fines and penalties

for penalties, fines, multiple, exemplary, or other non-**Compensatory damages** awarded other than in actions brought for libel, slander or defamation as far as they are covered by this Policy;

10 Gaming, gambling or lotteries

arising directly or indirectly from the use or provision of any gaming, gambling or lotteries unless a **Claim** arises directly from **IT Services**;

11 Insolvency/bankruptcy of You

arising out of or relating directly or indirectly to the liquidation, receivership or bankruptcy of **You**;

12 Legal action

in respect of an action for **Compensatory damages**:

- a brought outside the **Jurisdiction** (including the enforcement within the Jurisdiction of a judgment or finding of another court or tribunal that is not within the Jurisdiction);
- b in which it is contended that the governing law is outside the **Jurisdiction**;
- c brought outside the **Jurisdiction** to enforce a judgment or finding of a court or other tribunal in any other jurisdiction;

13 Loss, damage or destruction of bearer bonds or coupons

arising from the loss, damage or destruction of any bearer bonds, coupons, bank or currency notes, share certificates, stamps or other negotiable paper;

14 Obscenity

arising from any obscenity, blasphemy or pornographic material;

15 Other appointments

made against **You** in the capacity of:

- a director or officer of **You** or of any other company or arising out of the management of **You** or of any other company; or
- b trustee of any trust or as officer or employee of any pension fund or any other employee benefit scheme, whether for the benefit of members or **Employees** of **You** or otherwise;

16 Patents

notwithstanding Insuring Clause 1h), arising directly or indirectly from the infringement of any patent;

17 Radioactive contamination or explosive nuclear assemblies

directly or indirectly related to, caused by or contributed to, by or arising from:

- a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

18 Recall costs

arising from the costs and expenses incurred in the recall, repair, and replacement of any **Deliverables** or the refund of any money paid to a third party in connection with the recall of any **Deliverables**;

19 Retroactive date

made by or against or incurred by **You** arising from any act or omission or originating cause that occurred prior to the Retroactive date stated in the **Schedule**;

20 Seepage and pollution

based upon, arising out of or relating directly or indirectly to, in consequence of or in any way involving seepage, pollution or contamination of any kind;

21 Takeover or merger

arising directly or indirectly by reason of acts, errors or omissions committed by **You** after the date of its merger with or acquisition by another entity unless otherwise agreed by **Us**;

22 Third party defect

arising directly or indirectly from any defect in any **Deliverable** supplied by a third party. However, this exclusion does not apply to any amount you satisfy us that you are legally able to recover under a written contract;

23 Trading losses

arising out of:

- a** any trading loss or trading liability incurred by any business managed or carried on by **You** (including the loss of any client account or business);
- b** loss caused by **You** in consequence of a share or asset sale to any prospective purchaser, associated business, merger partner, joint venture partner or similar because of any misstatement or misrepresentation made by **You**;
- c** the actual or alleged over-charging or improper receipt of fees by **You**;

24 Utility provider

arising out of the failure of the service provided by an internet service provider, any telecommunications provider or other utility provider;

25 Virus

arising directly or indirectly from any **Virus** provided that this exclusion will not apply in respect of any **Claim** made by an independent third party as a result of the unintentional transmission of a **Virus**;

26 War and Terrorism

arising directly or indirectly out of, happening through or in consequence of, war, invasion, acts of foreign or terrorist enemies (including but not limited to political and religious), hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Matters Insurable Elsewhere

27 Employee benefit schemes / stocks and shares

arising directly or indirectly from the operation or administration of any pension or other employee benefit scheme or trust fund, or the sale or purchase or dealing in any stocks, shares or securities or the misuse of any information relating to them or the breach of any related legislation or regulation;

28 Employers liability

arising directly or indirectly from bodily injury, sickness, disease, psychological injury, emotional distress, nervous shock or death sustained by any **Employee** arising out of or in the course of their employment by **You**, or for any breach of any obligation owed by **You** as an employer to any partner, principal, director, member or **Employee** or applicant for employment;

29 Land, buildings, aircraft, watercraft or vehicles

arising directly or indirectly from the ownership, possession or use by **You** or on **Your** behalf of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle;

30 Other insurance

in respect of which **You** are or but for the existence of this Policy would be entitled to indemnity under any other insurance except in respect of any excess beyond the amount which is payable under such other insurance.

Notification and Claims Conditions

1 Claim/circumstance notification

As conditions precedent to **Your** right to be indemnified under this Policy **You**:

- 1.1 will inform **Us** as soon as possible and in any event within 28 days of the receipt, awareness or discovery during the **Period of insurance** of:
 - a any **Claim** made against **You**;
 - b any notice of intention of a **Claim** against **You**;
 - c any **Circumstance**;
 - d the discovery of reasonable cause for suspicion of dishonesty or fraud;

Such notice having been given as required in b, c or d above, any subsequent **Claim** made will be deemed to have been made during the **Period of insurance**;

- 1.2 will not, in respect of any the matters specified in 1.1 a) to 1.1 d) above, admit liability, make any offer for or settle any claim, or incur any costs or expenses in connection with any such claim or **Circumstance**, without **Our** prior written consent; and
- 1.3 will, as soon as practicable given the circumstances, give all such information and assistance as **We** may require and provide Your full co-operation in the defence or settlement of any such **Claim** or relating to the recovery or subrogation process of any settled **Claim**;
- 1.4 will not destroy evidence, supporting information or documentation without **Our** prior consent; nor destroy any **Deliverables** or other property relating to a **Claim** under this Policy;

Every letter of claim, writ, summons or process and all documents relating thereto and any other written notification of claim will be forwarded, unanswered, to **Us** immediately they are received. **You** will at all times, in addition to **Your** obligations set out above, afford such information to and co-operate with **Us** to allow **Us** to be able to comply with such relevant Practice Directions and Pre-Action Protocols as may be issued and approved from time to time by the Head of Civil Justice.

2 Conduct of Claims

- 2.1 following notification under condition 1 above **We** will be entitled at **Our** own expense to take over and within **Our** sole discretion to conduct in **Your** name the defence and settlement of any such **Claim**; Nevertheless neither **You** nor **Us** will be required to contest any legal proceedings unless a Queens Counsel (to be mutually agreed upon by **You** and **Us**) will advise that such proceedings should be contested;

- 2.2 **We** may at any time in connection with any **Claim** made, pay to **You** the **Indemnity limit** (after deduction of any sums already paid) or any lesser sum for which, in **Our** sole opinion, the **Claim** can be settled and upon such payment being made **We** will relinquish the conduct and control of and have no further liability in connection with the **Claim**. For the avoidance of doubt **We** will have no liability to pay **Defence costs and expenses** incurred after the date upon which any such payment is made;

- 2.3 You will pay the relevant **Excess** and **We** will only make a payment under this Policy after the applicable **Excess** has been fully paid other than in relation to a payment being made under 2.2 above.

3 Multiple Claims from a single source

All **Claims** and **Circumstances** which arise from the same original cause or event, a single source or a repeated or continuing problem in your work will be treated as a single **Claim** or **Circumstance** regardless of the number of persons claiming indemnity. This includes such **Claims** and **Circumstances** arising after, as well as during, the **Period of insurance**.

General Conditions

1 Cancellation

- a We may cancel the Policy by sending 14 days' written notice to **Your** last known address. **We** will refund any premium paid for the remaining **Period of Insurance** as long as **You** have not notified any **Circumstance** or made any claim under the Policy up to the date of cancellation.
- b If, after buying **Your** policy, **You** decide that the cover does not meet **Your** needs please return all your documents within 14 days of receiving them or of the start date of the policy (whichever is later) to Customer Relations Team at Direct Line for Business, PO Box 106, 37 Broad Street, Bristol BS99 7NQ and **We** will refund any premium **You** have paid, providing that **You** have not notified any **Circumstance** or made any claim under the Policy up to the date of cancellation. If you cancel **Your** policy after that time we will refund any premium paid for the remaining **Period of insurance** on a pro rata basis, providing that **You** have not made any **Claim** or are aware of any **Circumstance** during the current **Period of insurance**.

2 Dishonest or fraudulent act or omission

In the event of a loss or **Claim** which involves the dishonest, fraudulent or malicious act or omission of any former or present **Employee You** will take all reasonable action (including legal proceedings) to obtain reimbursement from the **Employee** concerned (and from any **Employee** who may have conspired to commit or have condoned such act or omission) or from the estate or legal representatives of such **Employee**. Any monies which but for such dishonest, fraudulent or malicious act or omission would be due to such **Employee** from **You** or any monies held by **You** for such **Employee** will be deducted from any amount payable under this Policy.

3 Fraudulent claims

In the event of any claim under the Policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain benefit under this Policy, **We**:

- a will not be liable to pay the claim;
- b may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- c may (despite the references to notice period and the refunding of premiums in General Condition 5 Cancellation by us) by notice to **You** at **Your** last known address treat this Policy as having been cancelled with effect from the time of the fraudulent act and may:
 - i refuse all liability to **You** under this Policy in respect of any event that gives rise to **Our** liability occurring after the time of the fraudulent act; and
 - ii retain any premiums paid under this Policy.

4 Invalidity

If any provision of this Policy is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable this will not affect the other provisions of this Policy which will remain in full force and effect.

5 Fair Presentation of the Risk

- a **You** have a duty to make to **Us** a fair presentation of the risk before:
 - i the inception of this Policy;
 - ii an alteration made to this Policy, concerning changes in the risk which are relevant to the proposed alteration; and
 - iii the renewal of this Policy; and
- b In the event of a breach of such duty, if the breach is:
 - i deliberate or reckless, **We** may:
 - a in relation to an alteration made to this Policy, (despite the references to notice period and the refunding of premiums in General Condition 1 by notice to **You** at **Your** last known address treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
 - b in relation to inception or renewal of this Policy, avoid this Policy and refuse all claims and retain any premiums paid;
 - ii neither deliberate nor reckless and **We** would not have:
 - a in relation to an alteration made to this Policy, agreed to the alteration on any terms, **We** may treat this Policy as if the alteration was never made, but in that event **We**:
 - i will return any extra premium paid; or
 - ii may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. **We** will pay on such claim a percentage of what **We** would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
 - b entered into this Policy on any terms, **We** may avoid this Policy and refuse all claims but will return any premiums paid; or
 - iii neither deliberate nor reckless and **We**:
 - a would have entered into this Policy or agreed to the alteration made to this Policy, but on different terms (other than terms relating to the premium), this Policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if **We** require; and
 - b in respect of an alteration made to this Policy:
 - i would have agreed to the alteration, but would have charged an increased premium by more than **We** did or (in the case of an unchanged premium) would have increased the premium, **We** may reduce proportionately the amount to be paid on a claim arising out of events after the alteration. **We** will pay on such claim a percentage of what **We** would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the premium that **We** would have charged;

ii (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and **We** would have increased the premium, would not have reduced the premium, or would have reduced it by less than **We** did, **We** may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what **We** would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item b iii a above), based on the total premium actually charged compared to the original premium if **We** would not have changed it, and otherwise the increased or (as the case may be) reduced total premium **We** would have charged.

c would have entered into this Policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on a claim.

We will pay on such claim a percentage of what **We** would otherwise have been liable to pay (making provision for any different terms referred to in item b iii a above), based on the premium actually charged compared to the higher premium.

c **We** will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by **Us**), in relation to a breach of the duty to make to **Us** a fair presentation of the risk.

6 Notices

Notice will be deemed to be duly received in the course of post if sent by pre-paid letter post properly addressed to:

- a in the case of **You**, to **Your** last known address;
- b in the case of **Us**, to U K Insurance Limited and/or such other authorised Insurer as U K Insurance Limited may contract to underwrite any part of this Policy.

7 Other parties

You and **Us** are the only parties to this contract and no other person has any rights to enforce any term of this Policy.

8 Policy construction and disputes

Any phrase or word in this Policy and the **Schedule** will be interpreted in accordance with the laws of England and Wales. The Policy and the **Schedule** will be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the **Schedule** will bear such specific meaning wherever it may appear. Any dispute concerning the interpretation of the terms, conditions or exclusions contained herein is understood and agreed by both **You** and **Us** to be subject to the laws of England and Wales. Each party agrees to refer any such dispute to a mediator to be agreed

between **You** and **Us** within 14 working days of any dispute arising under the Policy. If a mediator is not agreed then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties agree to share equally the costs of CEDR and of the mediator and that the reference of the dispute to mediation will be conducted in confidence.

You and **Us** agree to perform their respective continuing obligations under this Policy while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations. If any such dispute is not resolved by mediation or **You** and **Us** cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be submitted to the jurisdiction of any court of competent jurisdiction within England and Wales and each party agrees to comply with all requirements necessary to give such court jurisdiction.

9 Reasonable steps to avoid Loss

Without prejudice to the Notification and Claim Conditions in this Policy, **You** will take all reasonable steps before entering into a contract for **IT Services** or **Deliverables** to:

- a avoid or mitigate any consequential or pure economic loss;
- b to ensure that it could provide the required level and quantity of **IT Services** and **Deliverables** using the resources available to **You**, and capable of performing the contract in accordance with the terms and conditions;
- c not restrict recovery rights with any third party with whom a contract is entered;
- d will adhere to any legal advice received.

You will protect **Your** Computer system by:

- a having **Virus** protection software operating in place which is running, correctly configured and regularly or automatically updated;
- b having a fire wall or similar configured device to control access to its **Computer system**;
- c encrypting and controlling the access to its **Computer system** and external devices including plug-in devices networked to **Your Computer system**;
- d controlling unauthorised access to its **Computer system** by correctly configuring its wireless network;
- e changing all passwords on information and communication assets at least every 60 days and cancel any username, password or other security protection after it knew or had reasonable grounds to suspect that it had been available to any unauthorised person;
- f taking regular back-up copies of any data, file or programme on its **Computer system**;
- g having an operational system for logging and monitoring user activity on its **Computer system**.

Important Information

10 Subscribing Insurer

Our obligations under this policy are several and not joint and are limited solely to the extent of their individual subscriptions. We are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

11 Waiver of subrogation against Employees

We will not exercise any right of subrogation against any former or present **Employee**, unless We will have made a payment caused or contributed to by any act or omission of the **Employee** or former **Employee** which was dishonest, fraudulent or malicious or the **Employee** or former **Employee** conspired to commit or condoned any such dishonest, fraudulent or malicious act or omission.

12 International Sanctions

We will not provide cover, be liable to pay any claim or provide any benefit if to do so would expose **Us** (or any parent company, direct or indirect holding company of **Us**) to any penalty or restriction (including extraterritorial penalties or restrictions so far as such do not contradict laws applicable to **Us**), arising out of any trade and economic sanctions laws or regulations which are applicable to it.

13 Assignment

This policy of insurance (including any benefits it confers provides) are not assignable to any third party without the express approval of **Us** confirmed in writing by **Us**.

14 Change of control

In the event that **You** merge into or consolidates with or sells all or substantially all of its assets or shares to a third party (whether a company, corporation or any other legal entity or person) or there is any acquisition of more than fifty percent (50%) of the voting share capital of **You** by a third party (whether a company, corporation or any other legal entity or person) **You** will give written notice of such event prior to its execution. Upon receipt of such notice, **We** may at their absolute discretion agree to continuation of the policy of insurance, to be confirmed by way of a written endorsement to the policy. In the absence of such agreement and/or if notice is not forthcoming as required under this General Condition 13 – Change of control, the cover provided by this policy of insurance will cease with immediate effect at the date of the change of control.

For the avoidance of doubt, **You** will not be entitled to an indemnity in respect of any claims made under this policy of insurance where notification of the claim occurs after a change in control (as referred to in this General Condition 13 – Change of control) where the change of control was not reported to **Us** and approved in accordance with this General Condition 13.

How to make a claim

Professional Indemnity Claims are managed in partnership with HCC International

To make a claim, email dl4bpiclaims@hccint.com

How to complain

If you need to complain, please call us on our priority number **0800 051 0538/01239 636082**. If your complaint is about a claim please contact your claims handler whose details will be shown in your claims documents.

If you want to complain in writing, send your letter to one of the following:

- a For complaints about claims, the Technical Operations Manager at the address shown in your claims documents
- b For other complaints, the Customer Relations Team at Direct Line for Business, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

If we cannot settle the matter with you, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

Exchange Tower, London E14 9SR phone number **0800 023 4567** or **0300 123 9123**.

Details about our Regulator

U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202810. The Financial Conduct Authority website, which includes a register of all regulated firms, can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on **0800 111 6768**.

Whoever you are contacting, please always quote your Policy Number as it will help your enquiry or complaint be dealt with promptly.

Details of Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should the company be unable to meet all its liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website www.fscs.org.uk.

U K Insurance Limited is a member of this scheme.

Direct Line for Business Privacy Notice

Automatic Renewals

We may automatically renew your policy on the renewal date. If we plan to automatically renew your policy, we will let you know we are planning to do this before your cover ends together with sending you details of the renewal premium. If you do not want to renew this policy, you should let us know before the renewal date.

English Language

Under European Law, you and we may choose which law will apply to this contract. English Law will apply unless both parties agree otherwise. We have supplied this Agreement and other information to you in English and we will continue to communicate with you in English.

Statement of Needs

We have not given you a personal recommendation as to whether this policy is suitable for your specific needs.

Privacy Notice

This privacy notice tells you what we do with information we collect about you. It's relevant to anyone who uses our services, including policyholders, prospective policyholders, website users and beneficiaries under our policies, such as named drivers. We refer to all these individuals as "**customers**" or "**you**" in this notice.

1 Who "we" are

We are U K Insurance Limited ("**we**", "**us**" or "**our**") and you will know us by our brand name:

Churchill, Direct Line, Privilege and Green Flag.

2 What information do we collect about you?

Information collected from you and cookies policy

Where we have collected information directly from you it will usually be obvious what this is, as you will have given it to us. This might not be the case where we have used cookies to collect information from your computer or portable electronic devices. Please see our cookies policy for more information.

Information collected from others

We can collect information about you from others. This includes information from:

- **Joint policyholders or policy beneficiaries.** Where you are named on a joint policy or a beneficiary of that policy we may collect information about you from any named policyholder. We will ask them to confirm that they have your permission to give us this information about you.
- **Fraud prevention, law enforcement or government agencies and other data sources used to prevent or detect fraud or provide details to us about criminal convictions or offences.**
- **HM Treasury and other authorities in relation to regulatory issues** e.g. where someone is subject to a financial sanction they will appear on HM Treasury's asset freezing list.
- **Credit reference agencies** e.g. credit searches that are made when we produce a quotation for a new policy or at renewal. (Note that the results of these searches are automatically deleted after 12 months and do not affect your ability to obtain credit.) Please also see section 4 below.
- **External sources** such as **no claims discount databases**, the electoral roll and insurance comparison websites to help us decide what the risk is in selling the policy **and from companies that hold information about insurance renewal dates, marital status, household residents, vehicle details, employment status and household income** to help us work out which information we should provide to you about our other products and services.

Sensitive personal information

We collect information that is sensitive, such as information about children, health or geo-location (which may be sensitive personal information because, for example, it can pinpoint your location at a hospital), and information related to unspent past criminal convictions or offences. We also collect your sensitive personal information for specific types of policy or applications, for example when offering you a travel policy or a driving application e.g. Telematics. We obtain this from your mobile devices for driving applications and the following people:

- The main policyholder will provide most of the information we collect about health (including confirming whether hospital treatment is being sought) and unspent criminal convictions or offences, including on behalf of others named on the insurance policy e.g. medical screening to support a travel policy;
- Fraud prevention or law enforcement agencies may provide details to us about criminal convictions or offences;
- Witnesses to an accident may provide medical information to us if there is an investigation of a claim;
- We may use information about a child, for example, where the child is a beneficiary under a policy or if involved in an accident.

We collect and use this information as part of your insurance quotation or contract with us, or where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

3 What do we do with information we collect about you and why may we do this?

We use your personal information in order to meet our obligations in our contract of insurance with you. We and other companies within our group of companies use your personal information in the following ways:

A Provide insurance services

When you request us to provide you with a quote for one of our insurance policies or you purchase an insurance policy from us, we use information about you:

- To decide what the risk might be in selling you the policy, to quote for, and provide you with, a premium for that policy and any special terms that may apply to that policy (noting that we may use automated decision making to make this assessment – see section 9 below);
- To administer your policy and monitor the payment of instalments if you pay your premium in this way;
- To contact you about the policy (e.g. for billing or renewal purposes); and
- To provide the agreed service if you make a claim (e.g. sending someone to assist you in a roadside breakdown situation or to provide you with medical assistance if you are injured or unwell when overseas).

We cannot provide the services unless we use the information about you in this way.

B Do what we are required to do by law

As part of our duty as an insurer providing insurance services, sometimes we are required by law to use information about you:

- To help make sure our customers are being treated fairly (e.g. to assist our regulators where we have a legal duty to do so);
- To deal with complaints;
- To help prevent and detect crime (including, for example, the prevention or detection of fraud); and
- To comply with a legal or regulatory obligation.

We can use your personal information in this way because we are required to do so by law.

C Prevent fraud occurring

Fraud has an impact on all customers as it increases costs for everyone. We use your personal information to check for signs that customers might be dishonest (e.g. if someone has behaved dishonestly in the past it may increase the risk they will do so in future).

We may use your personal information in this way because it is in our interests to detect fraud and in all our customers' interests to ensure that they are not prejudiced due to increased premiums as a result of a few customers acting dishonestly.

D Recover debt

If you owe us money we will use your personal information to help us recover it.

We can use your personal information in this way because it is a necessary part of the contract of insurance. We need to ensure that premiums are paid so that the majority of our customers do not suffer (e.g. through increased premiums) due to the actions of a small minority of customers.

E To inform you about and promote products (marketing)

At the time when your personal information was collected, we asked you to indicate your marketing preferences. These preferences can be revisited at any time by contacting our Data Protection Officer. Please see section 10 for contact details.

We may use your personal information to offer you suggestions about products and services you might want to buy. We may use external companies to do this on our behalf.

We can use your personal information in this way because it is in our legitimate interests to provide you with the right information at the right time, so that we may look at ways of extending our relationship that we have with you. We will always ensure that we keep the amount of your personal information that we collect and the extent of any processing to the absolute minimum to meet this legitimate interest.

Where we have a legitimate interest to do so or, where necessary you have given us your consent, we may pass your personal information to third parties including:

- U K Insurance Business Solutions Limited, a member of the U K Insurance Limited group of companies, that introduces our customers to products and services. We may send you marketing from them where we believe you will have an interest in their communications, and/or
- External companies such as digital content providers to display adverts about our products and services.

If you have chosen not to opt out of marketing we will send you information about our products and services by email, post, telephone or SMS unless you tell us not to. If your information has

been provided to us by a third party for marketing purposes we will rely on the consent you have provided to them to conduct direct marketing.

If at any time you do not wish us to use your personal information for this purpose, you may ask us not to do so. See section 10 below for how to contact us. However, we will keep a note of your earlier marketing preferences for 6 years. We will not contact you unless you change your mind and tell us that you would like to receive marketing again.

F Where your or another person's life may be at risk

We will use your personal information to assist where your or another person's life or health is in danger and obtaining your permission is not possible (e.g. arranging emergency medical treatment in a remote location).

G To administer and improve our services

To administer our services we will share information with others (including to people or organisations that may be based overseas):

- In order to enable us to process your claim or administer your insurance policy more cost effectively;
- To help develop our products, services and systems to deliver you a better sales and claims experience in the future; and
- To understand how our prospective customers make decisions about which insurance policy is the optimal policy.

We may also process your personal data to better understand you as a customer, including to determine how best to retain your custom, and to ask you to provide feedback on the service we provide to you.

We can use your personal information in this way because it is in our legitimate interests to provide the services in the most efficient way. We will always ensure that we keep the amount of your personal information that we collect and the extent of any processing to the absolute minimum to achieve this efficiency.

4 Who do we share your personal information with and why do we do it?

We may share your personal information with third parties and other companies within our group of companies for the purposes mentioned in section 3 above. A list of our group companies can be found at www.u-k-insurance.co.uk/group-companies.html. Alternatively, you can contact the Data Protection Officer for a list of them. Please see section 10. You should make sure everything you tell us is correct because your records may be checked in the following circumstances:

- When you apply for insurance, financial services, or work;
- By police and other law enforcement agencies.

In particular we share information with:

- **Fraud prevention agencies that provide databases and services**, such as CIFAS, National Hunter, SIRA and ENI, to prevent or detect fraud.

- Fraud prevention agencies will process this personal information in order to assist our prevention of fraud and money laundering, and to verify your identity and may also process your personal information in order to prevent fraud and money laundering by other people.
- Fraud prevention agencies will hold your personal information for up to 1 year, or up to 6 years if you're considered to pose a fraud or money laundering risk.
- If we or a fraud prevention agency determine that you pose a fraud or money laundering risk, we may refuse to provide the services and/or financing you have requested.

A record of this risk will be retained by the fraud prevention agencies, and may result in others refusing to provide services or financing to you. If you have any questions about this, please contact the appropriate fraud prevention agency.

- **Law enforcement or government agencies** we and fraud prevention agencies may permit law enforcement or government agencies to access and use your personal information, if they request it.
- **Credit reference agencies** help us decide whether to offer you credit if you choose to pay your premium by instalments. We share this information when you first take a policy with us and at each renewal. We may exchange your personal information with credit reference agencies to reflect your credit application (as payment by instalments means that there will be a credit agreement between us). We will let you know before we do this. This will be visible to other credit providers. Failure by you or anyone who pays for your policy to keep up the monthly payments due under your credit agreement will be reflected in your credit score, not theirs. The identities of the credit reference agencies and the ways in which they use and share personal information are explained in more detail at www.experian.co.uk/CRAIN. Alternatively, you can call us and we will send you a copy.
- **Your spouse or partner** who calls us on your behalf, provided they are named on the policy. Please tell us who they are when you take out your policy. If you would like someone else to deal with your policy on your behalf on a regular basis please let us know. In some exceptional cases, we may also deal with other people who call on your behalf, but only with your permission. If at any time you would prefer us to deal only with you, please let us know.
- **Other insurance companies** to help settle any insurance claim or to verify that the information you have provided is correct (e.g. we will check the amount of No Claims Discount you have told us with your previous insurer).
- **Insurance industry bodies** such as The Motor Insurance Database to meet our obligations under the Road Traffic Act.

- **Insurance industry databases**, such as the Claims and Underwriting Exchange where you make a claim so that insurers can check that your claims history is correct, the Insurance Fraud Register and, for commercial policies, the Employers' Liability Tracing Office.
- **Government bodies**, such as the Driver and Vehicle Licensing Agency.

5 Will we send your personal information overseas?

We may send your personal information overseas to any part of the world. The protections given to your personal information in other parts of the world will often not be as strong as in the UK. Where possible, we will put in place agreements with the people we send your personal information to, to require them to treat your personal information with the same protections that we apply ourselves. Our agreements may include standard terms provided by the EU called EU Model Clauses or may require the other party to be signed up to government standards that are recognised as providing the right level of protection such as "privacy shield" in the USA. But it is possible that regardless of what is set out in the agreement this would not stop a government in any part of the world from accessing your personal information, as they can often have power to overrule any agreements we make.

In some cases we might need to share information to carry out the services we have promised to carry out, for example if you require urgent assistance abroad. In such an urgent situation we may not always have the time to put in place the type of agreement we would normally want to.

6 How long may we keep your personal information for?

We are only allowed to keep your personal information if we need it for one of the reasons we describe in section 3 above.

As a general rule, we will keep it for 6 years from the end of your relationship with us, as it is likely that we will need the information for regulatory reasons or to defend a claim. For example, should you wish to bring some form of legal action relating to your relationship with us, this would generally need to be done within 6 years from the end of that relationship. However there may be exceptions where we need to keep your personal information for longer, such as where a claim has involved a minor.

7 When can you ask us to stop using your information?

If we rely on your consent to collect and process your personal information, you can ask us to stop using your personal information at any time by withdrawing that consent and we will stop using your personal information for those purposes. We may rely on your consent to tell you about products or services which may be of interest to you or to use computers to make decisions about you to improve our services or develop our products (see section 9).

At any time, you can tell us to stop using your personal information to tell you about products or services that may be of interest to you or allowing computers to make decisions about you in order to improve our services or develop our products (see section 9). To find out how to do this, see section 10.

8 What happens if you don't give us some of your personal information?

Where you do not provide the personal information we need in order to provide the service you are asking for or to fulfil a legal requirement, we will not be able to provide the service that you are asking us to give you.

We will tell you about why we need the information when we ask for it.

9 When do we use computers to make decisions about you?

We will collect information about you and put this into our computer systems. The computer systems will make certain automated decisions about you which will be based on comparing you with other people. This will have an impact in terms of the level of premium or product that we offer to you or the products or services that we decide to tell you about. We may also use automated decision making to conduct an identity verification check.

For example, if you are under 25 years of age, the computer system may determine that you are more likely to have a car accident. This is because the computer system has been told that more people aged under 25 have car accidents. Another example is that, if you are under 25, the computer system may determine that you are going to be interested in a travel policy which covers high risk activity, such as skiing. Therefore, we would proactively seek to tell you about such policies as we would consider them to be of interest to you.

This is important because:

- **In providing insurance services** it helps us decide what price you should pay for your policy and understand any risks associated with that policy;
- **In identity verification** it helps us to check that you are who you say you are and to prevent others from imitating you;
- **In selling you other products** it helps us decide which other products might be useful to you.

We also use computer systems to carry out modelling. Sometimes using your personal information and sometimes using data in anonymised form. We conduct this modelling for a variety of reasons, for example, for risk assessment purposes to make decisions about you, such as your likelihood to claim. However, we may also use your personal information in that modelling to make decisions about how we improve and develop our products and services, or our pricing and underwriting, or to better understand how our prospective customers make decisions about which policy is the optimal policy (i.e. we are not making decisions directly about you).

10 How to contact us about this privacy notice

Our Data Protection Officer is in charge of answering questions about this privacy notice or your requests to exercise your rights which are set out below. The Data Protection Office may be contacted at U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley BR1 1DP.

You may contact us at the address above for one or more of the following reasons:

- 1** To ask us to fix information about you that is wrong or incomplete, or to delete personal information about you (the so-called "Right to be Forgotten").
- 2** To tell us you no longer agree to, that you object to, or that you wish to restrict us using information about you and ask us to stop.
- 3** To tell us to stop using your personal information to tell you about products or services that may be of interest to you (direct marketing).
- 4** A right of access, namely to ask us to provide you with a copy of all of the personal information that we have about you. To receive this information please write to the Data Rights Team, U K Insurance Limited, Churchill Court, Westmoreland Road, Bromley BR1 1DP.
- 5** A "data portability" right, namely to obtain and reuse the information that you have provided to us for your own purposes across different services. You may ask for this information to be provided directly to you or directly to another organisation. We will provide the information in a machine readable format so that another organisation's software can understand that information.
- 6** To ask us not to use information about you in a way that allows our computer systems to make decisions about you (as explained in section 9).

Sometimes we will not be able to stop using your personal information when you ask us to (e.g. where we need to use it because the law requires us to do so or we need to retain the information for regulatory purposes).

In other cases, if we stop using your personal information, we will not be able to provide services to you, such as administering your insurance policy or servicing your claim.

We will tell you if we are unable to comply with your request, or how your request might impact you, when you contact us.

Complaints

If you have any concerns about the way in which we are using your personal information, please contact our Data Protection Officer in the first instance and we will endeavour to resolve your concern. However, you do also have the right to complain about how we treat your personal information to the Information Commissioner's Office ("ICO"). The ICO can be contacted at:

ICO website: <https://ico.org.uk/global/contact-us/>

ICO telephone: 0303 123 1113

ICO textphone: 01625 545860

essential cover for
professionals

Information Helpline: 0345 878 5555

Our lines are open 8am-8pm Monday to Friday,
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DLFB478 0418

DLFB Professional Indemnity Policy (Tech)



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