

Professional Indemnity Insurance Product Summary



Direct Line For Business - Professional Indemnity Insurance

The core cover of this product meets the demands and needs of Media Consultants who require cover for claims made against them by customers for professional negligence.

This summary of cover is intended as a quide to give you an idea of the main points of coverage contained in the policy wording.

It does not state every provision of the policy wording so we suggest that you read the policy and any additional clauses for the full policy terms and conditions.

Just to let you know our consultants may receive a bonus if you purchase any cover with us.

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- · within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- · by any other person for whom cover is provided by this insurance.

Update us if there are changes to the information provided.

Indemnity Limit

The indemnity limit is on an 'any one claim' basis (in other words no restriction as to the number of claims in a year but each claim has a maximum limit). The indemnity limit selected can be found in the Schedule

Jurisdiction

Jurisdiction, either:

- as stated in the Schedule, or
- if not stated in the Schedule, then the Jurisdiction is Worldwide but excluding the United States of America (including its territories and/or possessions) and Canada.

Main Exclusions

- The Excess.
- · Claims and circumstances known at inception of cover.
- A breach of contractual duty, or duty of care owed which goes beyond that implied by common law or statute.
- Bodily injury/property damage.
- Datents
- North American exposure, unless agreed.
- Obscenity, blasphemy or pornographic material.
- Results of competitions.

Key Features of the cover

- Any form of defamation.
- Infringement of intellectual property.
- Product disparagement.
- Negligent acts, negligent misstatement or negligent misrepresentation.
- Acting outside your authority.
- Irrecoverable fees.
- Misuse of information which is confidential or subject to statutory restrictions.
- Breach of license to use a third party's trademarked or copyrighted matter.
- Unintentional transmission of a computer virus.
- Dishonesty of employees.
- · Breach of comparative advertising regulations.
- Rectification costs.
- Indemnity to principals.
- Data protection defence costs.
- Failure to protect against unauthorized access to systems.
- Hacker protection.
- Joint ventures.
- Reputation management.
- Mergers and acquisitions.
- Expenses associated with withdrawal of content as a result of a complaint made to the Advertising Standards Authority (ASA) or the Office of Communications (OFCOM).
- Breach of duty in the sale or supply of a product.
- Punitive and exemplary damages where insurable and allowed by law.
- Coverage is provided on a duty to defend basis.
- Civil liability not included above.

General Conditions

- Policy construction and disputes.
- Waiver of subrogation against employees.
- Dishonest or fraudulent act or omission.
- Fraudulent claims.
- Other parties
- Cancellation.
- Invalidity.
- Notices.
- Reasonable steps to avoid loss.
- International Sanctions.
- Mergers and Acquisitions.
- Assignment.
- Change of control.
- Fair Presentation of the Risk.



Information Helpline: 0345 878 5555

Our lines are open 8am-8pm Monday to Friday, 9am-5pm Saturday and 10am-4pm Sunday

Buy online at directlineforbusiness.co.uk

Direct Line shall also be happy to send you any of our brochures, letters or statements in Braille, large print or audio, upon request.

Direct Line insurance policies are underwritten by U K Insurance Limited. Registered office: The Wharf, Neville Street, Leeds LS1 4AZ. Registered in England and Wales, Company No. 1179980. U K Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Calls may be recorded.

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