

SUMMARY OF COVER

BUSINESS ADVISERS & MANAGEMENT CONSULTANTS

This Commercial insurance product is designed to meet the demands and needs of organizations and professionals in your field who wish to ensure that they are protected in the event of civil liabilities arising from their professional activities.

CIVIL LIABILITIES

The insurer for this product is Royal & Sun Alliance Insurance plc. The policy provides cover for civil (as opposed to criminal) liabilities arising from your professional activities as described on your Certificate of Insurance. It is a combination of Professional Indemnity (including Libel & Slander) and Public & Products Liability insurances, with an option for Employers' Liability cover if required. It provides an indemnity for any amount you may have to pay as compensation up to the limits shown on your certificate.

LIMIT OF INDEMNITY

For Professional Indemnity (including Libel & Slander) and Public Liability the limit applies to any one event. For Products Liability, and Employers' Liability (if selected), the limit applies to all events during any one period of insurance.

Legal costs are payable by the insurers in addition to the specified limits of indemnity, except under Employers' Liability cover (if selected) where costs are included in the limit of indemnity.

There is no excess or deductible under this insurance.

WHAT TRIGGERS THE POLICY?

The Professional Indemnity (including Libel & slander) cover provided by the policy is issued on a "claims made" basis, which means that cover applies on the date on which a claim is made against you, irrespective of when the incident that gave rise to the claim is alleged to have occurred. Most policies which operate in this way have a Retroactive Date (a date stated in the policy prior to which any incidents are excluded from the cover) and this is often set as the inception date of the policy. Our policy does not have a Retroactive Date. This means that cover will apply to incidents which occurred prior to inception as long as when you take out the insurance you are not aware of any circumstances which could give rise to a claim.

The Public & Products Liability cover, and Employers' Liability (if selected), is issued on a "claims occurring" basis, which means that cover must have been in force on the date on which the incident which gave rise to the claim occurred.

If you become aware of any circumstances which may give rise to a claim under this insurance, you should immediately contact Towergate Professional Risks on 0113 391 9555.

RUN OFF COVER

It is important to remember that the insurance can only respond to a Professional Indemnity of Libel & Slander claim if the policy is in force at the time the claim is made against you. In the event of your ceasing to trade/practice by reason of death, retirement or taking a career break then you will need to arrange run-off cover, please contact us for details.

ADDITIONAL COVER

In addition to providing cover for Civil Liabilities, the policy also provides cover for legal defence in certain specific criminal proceedings:

- As a result of prosecution under the Health and Safety at Work etc Act
- In respect of a breach of part II of the Consumer Protection Act 1987

It will not, however, pay any fines or penalties.

The insurance will pay court attendance costs as detailed in the policy if you or your employees are required to attend court as a witness in connection with any claim under the policy.

EXCLUSIONS

The policy does not provide any cover for claims made against you in respect of any injury to any employee arising out of and in the course of their employment with you, unless the option for Employers' Liability cover is selected. Nor does it provide cover for any dispute between you and any present or former employee or any person who has been offered or refused employment with you.

The insurance does not provide cover for any claim arising out of work undertaken for any business in which the insured has a controlling interest or holds an executive role or a position able to make a major policy decision on behalf of such business. Also it does not cover Business risks such as contracts for supply of services to your business, your insolvency, pension & benefit schemes and trading losses.

WHERE AM I COVERED?

The policy provides cover for you to work anywhere in the world (provided that you are working from a UK base) but excludes claims brought in US or Canadian courts (please refer to the policy for details).

IMPORTANT – EMPLOYERS' LIABILITY COVER (if selected)

You must display your Certificate of Employers' Liability Insurance, either electronically or as a paper copy, where your employees can easily see it. We recommend that you retain a copy of your insurance certificate as a claim can arise many years after the incident giving rise to it has occurred.

LAW APPLICABLE

The parties to the Policy have the right to choose the law applicable to the Policy. Unless the parties agree otherwise, English Law shall apply.

This wording is a summary only of the cover provided and the main exclusions and is provided so that you have sufficient information to enable you to make an informed choice. Please refer to the policy wording for full details or give us a call if there is anything specific you would like to discuss.

This insurance is administered by:

Towergate Professional Risks, Towergate House, 5 Airport West, Lancaster Way, Leeds, LS19 7ZA

Tel: 0113 391 9555 Fax: 0113 391 9556

Towergate Professional Risks is part of Towergate Underwriting Group Ltd

Registered Office: Towergate House, 2 County Gate, Staceys Street, Maidstone, ME14 1ST

Registered in England No. 4043795

Authorised and regulated by the Financial Services Authority

And underwritten by:

Royal & Sun Alliance plc (No 93792)

Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, RH12 1XL

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