



Complete Professional Indemnity Technology and Communication policy overview



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Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance intermediary to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

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IMPORTANT
Should you need further details or have any questions your insurance intermediary will be delighted to help.

This is a Policy Overview only and does not contain full terms and conditions of the contract of insurance. Some covers are optional and will only apply if you have selected them. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

What is Professional Indemnity Insurance?

Professional Indemnity insurance covers your legal liability arising from your professional services in the event that a third party claims to have suffered a loss as a result of your professional negligence.

Professionals may owe a duty of care to anybody who might reasonably rely upon the service or advice they have provided.

In today's commercial world, clients expect high standards of service and are more inclined to resort to litigation when such standards have not been met.

Professional Indemnity insurance is designed to provide protection against such claims, providing an indemnity for damages which are awarded against your business, for legal costs in defending the claim and for costs that may be awarded against you subject to the policy terms and conditions.

Any business or person who provides services such as advice, design, or offers their skills or knowledge services in a professional category should consider Professional Indemnity insurance.

This Professional Indemnity insurance Policy is underwritten by Allianz Insurance plc.

What is the policy duration?

This policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable.

Start and end dates of the policy are detailed in the policy schedule.

How do I cancel the contract?

You have the right to cancel the policy and receive a return of premium paid, less an administration charge of £50 and an amount representing the cover you have received to date.

This is subject to certain terms and conditions, full details of which can be found in the policy wording. To cancel the policy, please contact the insurance adviser who arranged the policy.

How do I make a complaint?

Allianz aim to get it right, first time every time. If we make a mistake we will try to put it right promptly.

Allianz will always confirm to you receipt of your complaint within 5 working days and do our best to resolve it within 4 weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within 8 weeks we will provide you with information about the Financial Ombudsman Service.

If you have a complaint about anything other than the sale of the policy, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead
Guildford
Surrey
GU1 1DB

Telephone number: **01483 552438**

Fax number: **01483 790538**

Email: accsm@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: financial-ombudsman.org.uk
Telephone: **0800 023 4567** or **0300 123 9123**
Email: complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the FOS does not affect your legal rights.

Would I receive compensation if Allianz were unable to meet its liabilities?

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. Further information about compensation scheme arrangements is available at fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

How do I make a claim?

If you need to claim, your dedicated claims handler will help and guide you through the process.

You can notify us of a claim by:
Telephone: **0344 893 9500**

Our claims helpline is available 24 hours a day, 7 days a week.

Post: Allianz Claims
PO Box 10509
51 Saffron Road
Wigston
LE18 9FP

Please have your policy number to hand and as much information about the claim as possible.

Your Obligations

You must make a fair presentation of the risk at inception, renewal and variation of the Policy.

The premium is to be paid on request. Please speak to your insurance adviser about the options available for the payment of premium.

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand its terms, conditions, limits and exclusions. If you wish to make a change or if there is anything you do not understand please contact your insurance adviser.

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to claim. You must tell us as soon as you can about any claim or incident that may lead to a claim. You or anyone claiming under this policy must not admit fault or responsibility, or pay, offer or agree to pay any money or settle any claim without our permission.

Law Applicable

Unless agreed otherwise all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

Core Cover

Significant Features and Benefits	Significant Exclusions or Limitations
<ul style="list-style-type: none"> • Professional Indemnity Insurance – provides indemnity for losses arising from civil liability (including liability for claimant’s costs and expenses incurred) arising in connection with your professional services including: <ul style="list-style-type: none"> – breach of professional duty – infringement of copyright or intellectual property rights – breach of confidentiality – defamation – and other types of civil liability, unless specifically excluded. • Insured Person – cover extends to include you, past and present partners (or members of limited liability partnerships), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy. • Fraud and Dishonesty Cover – liability of your business to any third party resulting from fraudulent or dishonest conduct. Amounts payable will be in excess of the amounts recoverable from the dishonest or fraudulent person or their estates or legal representatives unless condoned by a partner or director. • Lost Documents Cover – costs of replacing or restoring documents lost or damaged in transit or in your custody or control up to a maximum of £100,000 in the aggregate during the period of insurance. An Excess of £250 applies to this cover, unless an alternative amount is specified in the Schedule. • Court Attendance Cover – if attending court as a witness by any principal, partner, member, director or employee when defending a claim, a rate of £300 per person per day (£150 per person per day for employees) is applicable. • Mitigation Cover – costs incurred in remediating or mitigating a loss or potential loss that may otherwise result in a claim subject to specific requirements. 	<ul style="list-style-type: none"> • Claims Made Wording <ul style="list-style-type: none"> – the insurance covers claims first made against you, and/or circumstances that may lead to a claim, notified to us during the period of insurance – claims or circumstances which might give rise to a claim must be notified to us in writing as soon as reasonably possible and during the period of insurance. • Limit of Liability <ul style="list-style-type: none"> – the Limit of Liability is specified in the Schedule and applies on an “any one claim” basis without aggregate limitation in the period of insurance (unless stated otherwise in the Schedule) – Defence Costs are payable in addition to the Limit of Liability. • Excess <ul style="list-style-type: none"> – the insurance will be subject to an excess, shown in the Schedule, which is the amount you must contribute towards settlement of a claim. No excess applies to Defence Costs or Court Attendance Cover. • Cover exclusions: <ul style="list-style-type: none"> – Bodily injury/property damage – unless arising from an actual or alleged failure to achieve the legally required standard of care, diligence and expertise in performing your professional services.

Core Cover (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
<ul style="list-style-type: none"> • Disputed Fees Cover – at our discretion we will compensate you for the Disputed Fees where you agree not to contest any outstanding fees and we decide that by not contesting any outstanding fees that this will prevent a claim. • Specialist Consultants Cover – claims resulting from any wrongful act of your specialist consultants, designers or subcontractors engaged in the performance of your professional services. Cover applies provided that you have not waived or otherwise impaired any rights of recourse against such persons. • Joint Ventures Cover – covers you against liability arising out of your professional services in respect of any joint venture, provided that you have previously declared to us all fees/turnover received from any joint venture subject to specific requirements. • Automatic Acquisitions Cover – extends cover during the period of insurance to include another entity where you obtain control of the composition of the board of directors or more than half of the voting power; or a holding of more than half of the issued share capital subject to specific requirements. • Defence Costs Cover – covers defence costs incurred with our prior written consent. • Innocent Non Disclosure – we will not exercise our rights to avoid the insurance cover for innocent non-disclosure or innocent misrepresentation. 	<ul style="list-style-type: none"> – Contractual Liability – arising out of, based upon or attributable to any liability assumed or accepted by an Insured under any contract or agreement or any guarantee, warranty or indemnity except; <ul style="list-style-type: none"> i the Insured’s warranty to its client to perform services with reasonable skill and care; or ii the Insured’s warranty to its client to supply goods that are of satisfactory quality or fit for their intended purpose; or iii the Insured’s warranty to its client that its goods or services will materially conform to an agreed written specification forming part of the contract with its client; or iv the Insured’s indemnity to its client that goods or services will not infringe the intellectual property rights of a third party or breach a duty of confidentiality; or v the Insured’s agreement in writing with a client to pay liquidated damages as the sole remedy for a breach of contract by the Insured, provided that the Insured can demonstrate to the Insurer’s reasonable satisfaction that the liquidated damages are a genuine pre-estimate of the loss likely to be suffered by the client as a direct result of the breach of contract by the Insured. – Correcting Problems – If the Insured failed to take reasonable steps to correct, at its own expense, any defect in its goods or services prior to acceptance by the client or within six months after acceptance by the client or any longer period contractually agreed with the client.

Core Cover (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
	<ul style="list-style-type: none"> <li data-bbox="842 472 1382 533">– Cyber Event – arising out of, based upon or attributable to any Cyber Event. <li data-bbox="842 573 1453 674">– Pre-assessment of cost – Failure to make an accurate preassessment of the cost of performing your professional services. <li data-bbox="842 714 1453 846">– Counterfeit Goods – arising out of, based upon or attributable to counterfeit goods, unless obtained from a source approved by the originator of the goods. <li data-bbox="842 887 1437 1160">– Directors’ and Officers’ Liability – any Claim arising out of, based upon or attributable to any Claim made against an Insured in their capacity as a director, officer, trustee, Member or partner of the Company in respect of the performance or non-performance of their duties as a director, officer, trustee, Member or partner of the Company. <li data-bbox="842 1200 1469 1402">– Employers’ Liability – any Claim by any person for bodily injury, sickness, disease or death incurred, contracted or occurring whilst under a contract of service or apprenticeship with an Insured or for any breach of any obligation owed by an Insured as an employer. <li data-bbox="842 1442 1437 1644">– Employment Practice Violation – any Claim arising out of, based upon or attributable to any act, error or omission with respect to any employment or prospective employment of any past, present, future or prospective employee or Insured Person of any Company.

Allianz Insurance plc.

Registered in England number 84638
Registered office: 57 Ladymead, Guildford,
Surrey GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the
Prudential Regulation Authority and regulated
by the Financial Conduct Authority and
the Prudential Regulation Authority.

Financial Services Register number 121849.