



redefining / standards

Business Insurance

Professional indemnity section only

Summary of cover

About this document

This document is a summary of the insurance and does not contain the full terms and conditions of your insurance. You can find these in the policy section. This summary is for information only and does not form part of your insurance wording. A copy of the full policy wording is available.

Features and benefits

Professional indemnity - breach of professional duty

- Legal costs, awards and settlements for any claim that relates to a civil liability arising from a breach of professional duty in the conduct of your professional business
- Covers claims brought against anyone who is or was a director, partner, member, principal or employee of the firm for work undertaken for your professional business
- The option to purchase cover for previous work you have undertaken before this insurance starting
- Claims can still be notified up to 7 days after the end of the insurance as long as you only became aware of that claim in the 7 days immediately before the end date and were unable to notify it to us within the policy period.

Professional indemnity – optional covers:

Breach of confidentiality

- Legal costs, awards and settlements for any claim that relates to a civil liability arising from a breach of professional duty in the conduct of your professional business and that was caused by an unintentional breach of confidentiality.
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Defamation

- Legal costs, awards and settlements for any claim that relates to a civil liability arising from a breach of professional duty in the conduct of your professional business and that was caused by an unintentional defamation.
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Infringement of copyright

- Legal costs, awards and settlement for any claim that relates to a civil liability arising from a breach of professional duty in the conduct of your professional business and that was caused by infringement of copyright or registered trademark committed in good faith.
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Dishonesty of employees

- Legal costs, awards and settlements for any claim that relates to a civil liability arising from a breach of professional duty in the conduct of your professional business and that was caused by a dishonest or fraudulent act or omission of your employees.
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Bodily injury arising from a breach of professional duty

- Legal costs, awards and settlements for any civil claim arising from a breach of professional duty in the conduct of your professional business where someone other than you or your employees suffers injury, illness or death. This does not replace or include Public Liability insurance.
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Loss of documents

- The costs of replacing or restoring documents that have been lost or damaged in the conduct of your professional business.
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Court attendance costs

- Compensation paid to you where court attendance is required of any director, partner, principal or employee in relation to a professional indemnity claim that is covered by this insurance.

Limits of cover available

The professional indemnity section covers you for awards and settlements of claims, as well as the costs incurred in investigating, defending or settling a claim made against you.

There is no limit to the number of claims that can be made in any one period of insurance (note that some sections of cover restrict the amount we will pay in any one insurance period).

The most we will pay is a limit of indemnity that you select. The costs incurred in investigating, defending or settling the claim are paid in addition to the limit of indemnity, but are restricted to an amount equal to the limit of indemnity you select.

The loss of documents optional cover provides up to £100,000 in total (or an amount equal to the limit of indemnity if that is lower than £100,000) in any one period of insurance.

Court attendance costs are paid at £200 per day for each person. The most we will pay for court attendance costs is £10,000 in any one period of insurance.

Significant or unusual exclusions and limitations

Professional indemnity cover operates on a claims-made basis. This means that we will only provide cover for claims, or circumstances that may lead to a claim, made against you and notified to us during the period of insurance.

We will not cover any claim, or circumstances that may lead to a claim, that arise from an act, error or omission that occurred before the date you select.

As this document is a summary of the insurance provided, the following is not a list of every exclusion that applies. You can find details of all the exclusions in the policy documents.

Exclusion or limitation

Claims relating to any professional duties that include manufacture, construction or installation

Any employment related claim

Any fines, penalties or punitive damages identified separately by the Court

Any claims arising from goods or products you have manufactured, supplied or sold

Insolvency exclusion

Excluding management of financial transactions via the internet, or obscene, blasphemous or pornographic material on the internet

Pollution exclusion

Virus exclusion

Dishonest or fraudulent act or omission by a director, partner or principal exclusion

Exclusion of property damage unless it arises from a breach of professional duty

Bodily injury arising from a breach of professional duty*

Breach of confidentiality exclusion*

Defamation exclusion*

Dishonest or fraudulent act or omission by an employee exclusion*

Damage or loss to any documents*

Infringement of copyright or trademark*

*unless you have purchased the relevant optional cover available

Standard excesses

Section of cover	Excess
Professional indemnity - breach of professional duty	£250
Breach of confidentiality	£250
Defamation	£250
Infringement of copyright	£250
Dishonesty of employees	£250
Bodily injury arising from a breach of professional duty	£250
Loss of documents	Nil
Court attendance costs	Nil

Policy duration

This is an annually renewable policy.

Applicable law

You and we can choose the law which applies to this policy. We propose that English law applies. Unless we and you agree otherwise, English law will apply to this policy.

Making a complaint

If you have a complaint about your policy you should first contact us.

If your complaint relates to a claim on your policy please contact the department dealing with your claim. If you are not satisfied, with the way in which your complaint has been dealt with, you should write to Customer Relations at AXA Insurance.

If we have given you our final response and you are still not satisfied you may be eligible to refer your case to the Financial Ombudsman Service (FOS). If applicable, you will receive details of how to do this at the appropriate stage of the complaints process.

Referral to the FOS will not affect your right to take legal action.

Full details of addresses and contact numbers can be found within the online policy booklet document or the Essential information document.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim.

Further information about the compensation arrangements is available from the FSCS (www.fscs.org.uk).

This document is available in other formats.

If you would like a Braille, large print or audio version, please contact us.

www.axainsurance.com