



Professional indemnity insurance for green consultants

Policy summary

Policy wording ref: WD-PROF-UK-GRN-AG(3) 15589 01/21

Key benefits: what risks are you protected against?

Professional indemnity insurance covers you for compensation you have to pay to your clients or any other third parties as a result of problems with your work. We will pay for claims which are made against you during the period of insurance, up to the limit shown in the policy schedule. We will also pay your legal defence costs incurred with our agreement for covered claims.

We will pay compensation in relation to claims against you for:

- negligence or breach of duty: if you fail in a duty of care to your client, perhaps giving incorrect advice or making a mistake in your work;
- your advertising or branding: mistakes such as inadvertently defaming or infringing on the copyright of a third party;
- infringement of intellectual property rights like copyright or trademark;
- defamation: libel and slander;
- work undertaken on your behalf by sub-contractors or outsourcers. However, we reserve the right to recover losses from your sub-contractors or outsourcers;
- dishonesty of your partners, directors, employees, sub-contractors and outsourcers.

We will also pay your direct losses suffered as a result of:

- breach of statutory obligations: costs to defend you for proceedings brought under legislation such as the Health and Safety at Work Act 1974 or the Environmental Protection Act 1990;
- any tangible documents needed for your business which are lost, damaged or destroyed.

Your policy may also reimburse you for fees that your client refuses to pay if we believe this is likely to prevent a future claim against you for a greater amount.

Significant or unusual exclusions and limitations

We will not make any payment for your lost profit or any trading loss suffered by you. We will not pay for claims or losses arising from:

- pollution or contamination, unless arising from your breach of a duty of care, however there are certain categories of claim which we will not pay for in any event;
- any bodily or mental injury or death, unless arising from your breach of a duty of care;
- the ownership, use or possession of any land, building, animal or vehicle;
- the loss, destruction or damage to tangible property, unless arising from your breach of a duty of care;
- your supply, manufacture, sale, installation or maintenance of any product;
- anything which was likely to lead to a claim and which you knew about before the policy started;
- any contractual terms which make you responsible for losses you would not be responsible for if the contractual terms did not exist;
- any breach of your obligations as an employer;
- work performed by a specialist, designer or consultant working for you as a sub-contractor, unless you have taken reasonable steps to ensure they maintain professional indemnity and there is a written contract in place between you and them;
- any business activity you perform under the Green Deal initiative or the government feed-in tariff scheme;
- terrorism, war or nuclear risks; including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to such an incident;
- a cyber attack, hacker or social engineering communication; including any fear or threat of such an incident, or any action taken in controlling, preventing or responding to a such an incident;
- any negligent act, error or omission in the operation or maintenance of computer or digital technology such as development, installation, patching or upgrading;
- the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers;
- the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity and which is not otherwise excluded. Subject to the limit shown in the schedule.

Please read the policy for details of its terms in full.



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