

Management liability – professional and legal liability insurance

Policy summary

Policy wording ref: WD-MLP-UK-AGG-PLL(3) 16018 12/17

Key benefits: what risks are you protected against?

Professional and legal liability insurance covers you and any subsidiary of yours domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar for investigations and claims made during the period of insurance as a result of any actual or alleged act, error or omission committed or attempted by you or your subsidiary. We will pay for awards up to the limit of indemnity shown in the policy schedule, including the legal defence costs incurred with our agreement to defend covered claims and investigations.

We will pay for claims and investigations arising from:

- breach of duty, breach of trust, negligence, defamation, breach of warranty of authority;
- bodily injury or damage to property, including claims and investigations under the provisions of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974;
- the misuse of data, including a breach of any data protection legislation;
- your failure to comply with any taxation guidelines.

We will also pay:

- the defence costs for claims against your arising from a breach of contract;
- the costs to reduce the likelihood or consequence of an investigation, including those undertaken by the Charity Commission;
- the costs incurred to make a compulsory notification to an official body;
- your direct financial loss discovered during the period of insurance arising from the dishonesty of any employee of yours, other than your directors, partners or officers.

In certain circumstances, an extended notification period of up to six years can be purchased for an additional premium. This would cover relevant persons for claims and investigations made during the extended period arising from acts occurring before the end of the original period of insurance.

Significant or unusual exclusions and limitations:

We will not make any payment on behalf of any insured person if that individual had knowledge of a material misstatement in or omission from the information provided to us upon which we agreed to provide this insurance.

We will not cover any claim, loss or investigation:

- arising out of any dishonest or fraudulent act against or suffered by you where the act was committed or condoned by you or any relevant person. This will only apply after a judgment or other final adjudication or an admission that such act did occur;
- arising out of any statement which you or the individual concerned knew or ought to have known was defamatory at the time of publication;
- arising from any requirement to clean up any pollution;
- following any acquisition, merger or take-over of you;
- arising out of any wrongful termination of employment, breach of employment contract or mistreatment of any current or former employee;
- arising out of the manufacture, sale, supply, installation or maintenance of any product;
- arising out of the provision or failure to provide any medical services required in the treatment or case of any person;
- arising out of infringement of any patent, trade mark, copyright, registered design or intellectual property rights other than for defence costs:
- brought by any injured party for bodily injury or property damage, other than defence costs.

Please read the policy for details of terms in full.