
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 a duty of care arising from the performance of any design or specification, feasibility study, technical information calculation or survey;
- infringement of intellectual property rights like copyright or trademark;
- work undertaken on your behalf by sub-contractors or outsourcers. However, we reserve the right to recover losses from your sub-contractors or outsourcers;
- failure to warn that there is a deficiency in any design undertaken by another party;
- the breach of a duty under the Housing Grants Construction and Regeneration Act 1996.

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

- any tangible documents needed for your business which are lost, damaged or destroyed;
- criminal defence costs relating to any regulation or statute which applies to your business.

Your policy may also pay the costs and expenses you incur in rectifying a problem 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:

- any financial advice, investment of client funds or any activity regulated by the Financial Conduct Authority or any other similar or successor regulatory body;
- any design, specification, feasibility study, technical information calculation or survey which is not carried out by or under the direct supervision of a suitably qualified and experienced person;
- pollution or contamination;
- any bodily or mental injury or death or the loss, destruction or damage to tangible property, unless arising directly from any design, specification, feasibility study, technical information calculation or survey;
- 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, other than certain collateral warranties;
- any breach of your obligations as an employer;
- any patent infringement or the disclosure of a trade secret;
- defective workmanship or the supply of defective materials;
- 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;
- your failure to obtain and maintain adequate financing or insurance for a project;
- your provision of estimates for construction costs or your failure to account for any money received.

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