

Marketing Professionals

Professional and Financial Risk

Summary of Cover



MARKEL



Professional Indemnity

Whenever a change is made to your policy we issue our documentation again so please make sure you are looking at the most up to date documents from us.

You decided to purchase this section of cover. Your own policy document will detail the limits, excess, terms, conditions and exclusion which apply specifically to you as these may differ from this summary. **You should refer to your own policy document for full details of the cover you have purchased.**

Professional indemnity pays your legal defence costs and damages you are legally liable to pay to other parties for providing incorrect professional services, advice, or designs. Cover is provided for all claims that are made during the Period of Insurance.

Claims must be brought within UK courts and a policy excess applies to each claim.

Cover includes:-

- Negligence, breach of confidentiality or privacy, unintentional infringement of intellectual property, libel, slander or defamation or any other actual or alleged act, error or omission that results in a civil liability
- Loss of documents
- Court attendance expenses
- Thirty day discovery period following expiry of policy
- Costs incurred by you to reduce the chances of a claim being made against you
- Payment of outstanding fees to avoid a counter claim (and a debt recovery helpline)
- Public relations response service

Cover excludes:-

- Fines, penalties and liquidated damages
- Previous claims (and known circumstances) and claims arising from work carried out before insurance was first arranged
- Pollution and asbestos
- Infringement of patents, misappropriation of trade secrets or deliberate breaches of confidentiality or intellectual property rights
- Trading losses, directorship responsibilities, commercial and contract disputes
- Late delivery, faulty hardware, failings of a third party supplier, failure of your infrastructure
- Electronic mail or use of social media which is not related to your professional services
- Fraudulent use of credit, debit cards etc., pornographic or similar matter or competitions, prizes and games
- Loss arising from a cyber incident or transmission of a computer virus

Specific requirement:-

- All equipment used for the purposes of carrying out your professional services must be calibrated and maintained in accordance with manufacturers recommendations

Public (including Products) Liability

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Public (including products) liability pays your legal defence costs and damages you are legally liable to pay to other parties for injury or damage caused by your business activities or products. Cover is provided for all claims occurring during the Period of Insurance.

Claims must be brought within UK courts and a policy excess of £250 applies to each claim which involves loss or damage to someone else's property.

Cover includes:-

- Court attendance expenses
- Legal defence costs in respect of criminal proceedings brought under the Health & Safety at Work Act or Consumer Protection and Food Safety Act
- Indemnity to principals for whom you are performing work
- Damage to hired or rented premises (but not liability assumed under a tenancy agreement)
- Liability arising under the Defective Premises Act or Data Protection Act
- Personal liability arising from (non-manual) visits outside the UK

Cover excludes:-

- Fines, penalties and liquidated damages
- Loss, damage or destruction of electronic data
- Injury to you or your employees
- Loss or damage to property belonging to you, or in your care, custody or control
- Liability arising from your professional services
- Pollution other than when arising from a sudden, identifiable and unexpected incident outside of the USA and/or Canada
- Asbestos (materials and products) and products knowingly used in aerial devices, the petrochemical industry or which are exported to the USA
- Contractual agreements making you responsible for losses that would not exist in the absence of the agreement
- Loss arising from unauthorized acts resulting in disruption or failure of any computer equipment (cyber incidents)

Directors and Officers Liability

Whenever a change is made to your policy we issue our documentation again so please make sure you are looking at the most up to date documents from us.

You **have not** purchased this section of cover. However if you wish to purchase directors' and officers' cover it is very easy to do so by calling 0800 640 6600. Directors' and officers' liability pays your legal defence costs and damages you are legally liable to pay to other parties following a wrongful act committed by you in your capacity as a governor, council member, director or officer. Cover is provided for all claims that are made during the period of insurance.

Claims can be brought in any court other than those under the jurisdiction of the United States of America or Canada.

Cover includes:-

- Outside board appointments
- Costs and expenses in relation to disqualification proceedings, official investigations, environmental proceedings, extradition proceedings or proceedings brought under the corporate Manslaughter and Corporate Homicide Act
- Company reimbursement
- Thirty day discovery period following expiry of the policy, with the option to extend this further at an additional premium
- 72 month discovery period for retired directors (should we refuse to renew the policy)
- Public relations response service
- Non-executive and emergency costs and expenses provisions
- Court attendance expenses

Cover excludes:-

- Fines and penalties
- Dishonest and malicious acts
- Prior and pending litigation
- Any disqualification, investigation, environmental or extradition proceeding, or any wrongful act committed or attempted after the effective date of a takeover or merger
- Injury, property damage and professional services
- Acts committed in your capacity as a trustee or administrator of a pension scheme
- Loss arising from a cyber incident or transmission of a computer virus
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Employers Liability

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Employers' liability pays your legal defence costs and compensation you are legally liable to pay to employees who have suffered an injury whilst working for you. This cover is mandatory for all employers (including limited liability companies with more than one director). Cover is provided for all claims occurring during the period of insurance.

Claims must be brought within UK courts.

Cover includes:-

- Court attendance expenses
- Legal defence costs in respect of criminal proceedings brought under the Health & Safety at Work Act

Cover excludes:-

- Fines and penalties
- Any bodily injury occurring offshore

Property Damage

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Property damage pays the costs of repairing or replacing your buildings and their contents (buildings cover not available if you work from home) following accidental loss, destruction or damage (including, fire, flood, explosion, storm, theft, etc.). Cover is provided for all claims occurring during the period of insurance.

A policy excess of £250 applies to each claim, but this increases to £1,000 in respect of claims that involve subsidence.

Cover includes:-

- Professional fees incurred to repair, restore or replace the property
- Damage to the grounds of the premises caused by the emergency services
- The costs of removing debris, dismantling or demolition or shoring up or propping up following damage
- Protection whilst the property is temporarily removed for cleaning, renovation or repair following damage
- Protection for your computer systems records that are temporarily removed from your premises
- Loss of documents
- Additional metered water charges following an accidental escape of water from your premises
- Computer breakdown and resultant data restoration
- Property at exhibitions
- Replacement locks (following the theft of keys)

Cover excludes:-

- Subsidence to yards, car parks, roads, pavements, walls, gates or fences at the premises unless the buildings at the premises are damaged at the same time by the same cause.
- Any flat roof that is not properly maintained or is greater than 10 years old
- Weather damage to fences, gates and moveable property
- Wear and tear
- Defective workmanship and operational error
- Theft where entry or exit from the building has not been caused by forcible or violent means
- Computer breakdown as a result of gradual deterioration, wear and tear, inherent defect or computer virus, age (over 10 years), lack of back-up data or maintenance
- Electrical or mechanical breakdown

Specific requirements:-

- We must be informed when any building or any part of a building is to become unoccupied
- You must comply with all statutory regulations with regard to the examination of vessels, machinery or apparatus
- The following security protections (and/or any subsequent protections installed or fitted at our request) are in full and proper use at all times when the premises are closed for business or left unattended and will be maintained in proper working order throughout the period of insurance.

- all external doors (and any internal doors leading to any part of the Buildings not in Your sole occupation) to be secured with either
 - if an aluminium door: a cylinder mortice deadlock, or
 - if an armoured plate door: the door manufacturer's locks as supplied, or
 - if a UPVC door: a multi-point locking system incorporating a minimum of 3 deadbolts
 - if any other type of single leaf door
 - where the door thickness is at least 4.5 cm: a five lever mortice deadlock to at least British Standard 3621 together with a 17.5 cm boxed steel striking plate
 - where the door is less than 4.5 cm thick: a deadlocking rim latch keyed into the deadlock position or a mortice deadlock and two key operated security bolts engaging with the door frame and with internal operation only
- if double leaf doors:
 - the standing leaf secured with internal surface mounted key operated security bolts or concealed flush bolts sited top and bottom engaging with the door frame and the floor, and
 - the final closing leaf secured with either a lock fitted as above dependent on door type or both leaves fitted with a coach-bolted locking bar secured with a close shackle padlock (or, if the locking bar is sited internally, either a close or open shackle padlock) having at least five levers
- if a designated fire door: either
 - a panic bar locking system incorporating bolts which engage both the head and sill of the door frame, or
 - a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
- all external ground floor and accessible windows and/or skylights are secured with key operated window locks or screwed shut.

Portable Equipment

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Portable equipment pays the costs of repairing or replacing your portable equipment following accidental loss, destruction or damage, anywhere in the world. Cover is provided for all claims occurring during the period of insurance.

A policy excess of £250 applies to each claim.

Cover includes:-

- Computer breakdown and resultant data restoration

Cover excludes:-

- Equipment fitted to a vehicle, works of art, gold, silver and precious metals and personal effects
- Computer breakdown as a result of gradual deterioration, wear and tear, inherent defect or computer virus, age (over 10 years), lack of back-up data or maintenance
- Unattended property and unexplained disappearance

Specific requirements:-

- Equipment left unattended in vehicles must be concealed in a locked boot area of a locked and secured vehicle and will only be covered if entry has been forced
- Equipment left unattended at an exhibition venue must be in a locked case, cabinet or locker and will only be covered if entry has been forced

Business Interruption

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Business interruption pays loss of your income and the increased costs of containing your potential loss of income (e.g. renting alternative premises etc.) following a property damage claim. Cover is provided for all claims occurring during the period of insurance.

Cover includes:-

- The income shortfall you have incurred
- The additional amount of money you have spent to contain the shortfall (which cannot exceed the income shortfall)
- Standard 12 month indemnity period

Cover excludes:-

- Loss caused by confiscation by any government, public, local or customs authorities
- Loss, destruction or damage to electronic data
- The deliberate act of a supplier in withholding supply of water, gas, electricity, fuel, telecommunication or internet services

Occupational Personal Accident

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Occupational personal accident pays a cash lump or weekly benefits when you are unable to work as a result of an injury sustained at work (or whilst travelling to or from work). Cover is provided for all claims occurring during the period of insurance.

With regard to claims that involve temporary total disablement (from carrying out your usual occupation), a deferment period of 14 days applies to each claim before any benefit shall be payable.

Cover includes:-

- Benefits payable in respect of death, loss of limbs, loss of sight, speech or hearing or permanent total disablement and temporary total disablement (up to 104 weeks)

Cover excludes:-

- Suicide, self-injury, drug use, pregnancy and childbirth, pre-existing conditions and wilful acts
- Persons under the age of 16 or over the age of 75
- Sickness or disease

Cyber and Data Risks

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Following a 'cyber-attack', this section of cover pays the costs of restoring data and equipment, informing clients, meeting ransom demands and loss of your net profit. Cyber and data risks also pays your legal defence costs and damages you are legally liable to pay to other parties. Cover is provided for all claims that are made during the period of insurance.

Claims must be brought within UK courts and a policy excess of £250 applies to each claim.

Cover includes:-

- The provision of IT security specialist services (cyber response service) for a period of 90 days from the date of discovering the breach
- Negligent transmission of a computer virus
- Loss of net profit for a period of 30 days, following a 'cyber attack' on your business
- Court attendance expenses
- Cyber response
- Legal defence costs in relation to investigations or proceedings brought by the UK Information Commissioner's Office and (where legally permissible) the payment of any PCI penalty, fine or award imposed due to a breach of PCI data Security standards
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Cover excludes:-

- Prior claims and circumstances known at Inception
- Electromagnetic or electrical disturbances
- Infrastructure failures including, but not limited to, interruption to electricity, telecommunication or internet services

Specific requirement:-

- You must not disclose the existence of the data extortion cover to anyone and you must advise, or allow us to advise the police, in the event of a data extortion

Legal Representation and employment disputes

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Legal representation and employment disputes covers your legal costs for legal or professional representation incurred in the following types of disputes brought within the UK in the course of your business.

Cover includes:-

- Employment disputes
- Employment compensation awards
- Property and landlord and tenant disputes
- Criminal defence
- Tax protection
- Regulatory compliance
- Court attendance costs
- Employee extra protection
- Restrictive covenant cover
- Negotiation cover
- Contact disputes

Cover excludes:-

- Claims where there is no reasonable prospects of success
- Any costs being incurred before we have agreed to them being incurred
- Pre-existing circumstances
- Your failure to reinstate an employee if ordered by an employment tribunal

A limit applies to all losses in total for the period of insurance

Specific requirements:-

- You must consult and follow the advice of the Markel legal helpline in certain circumstances, including
 - Before disciplining, suspending, dismissing or making unfavourable changes to an employee's contract of employment
 - When you are notified of a grievance, a complaint or discrimination by an employee
 - When an employee resigns or walks out after expressing dissatisfaction

OR

- Comply with the ACAS code of practice if applicable.

How to Make a Claim and Assistance Helplines

How to make a claim

If you want to make a claim under this policy, contact us by

- writing to our claims team at Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds LS11 5AS, or
- email our claims team – claimsuk@markelintl.com

quoting your policy number and the name of this policyholder shown in the policy schedule.

If you wish to discuss a claim please phone 0345 355 2227

You must comply with the claims conditions. These can be found under 'claims conditions that apply to this policy as a whole'.

If you fail to comply with these conditions we may not pay your claim or any payment could be reduced.

Fee dispute helpline

- Policyholders who purchase the Professional Indemnity section of cover receive access to specialist solicitors Markel Law LLP, who provide a free fee dispute helpline service. You can contact the helpline for legal guidance and support on debt recovery issues.
- **Telephone:** 0330 0139 946 (Mon-Fri, 9.00am – 5.30pm)
- **Email:** RAMKLDebtRecoveryMarkelLaw@markel.com

Public relations response service

- In the event of a claim, policyholders who purchase the Professional Indemnity, Directors and Officers Liability, Cyber Liability or Legal Representation and Employment Disputes sections of cover receive access to a specialist public relations organisation, The Counsel House, to help manage certain situations where there is a risk to your business as a consequence of adverse press, publicity or media attention.
- **Telephone:** 0345 355 2227
- **Email:** claimsuk@markelintl.com

Cyber response service

- In the event of a cyber attack or data breach policyholders who purchase the cyber and data risks section of cover receive access to information security experts who will give expert legal and technical IT security guidance.
- **Telephone:** 0333 234 2471 (Mon-Fri, 9.00am – 5.30pm)

Legal helpline

- This provides access to a dedicated team of specialist solicitors for guidance and support on legal matters relating to your business activities, including health and safety, starting up a business, legal structures, client contracts and more.
- **Telephone:** 0333 2342 046 (available 24 hours a day, seven days a week)

General Information

Cooling-off period

This policy has a cooling-off period of 14 days from either:

- the date you receive this insurance policy, or
- the start of the period of insurance shown in the policy schedule

whichever is the later.

How to make a complaint

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should contact us.

In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by either writing to:

Markel International Insurance Company Ltd

20 Fenchurch Street

London EC3M 3AZ

or to:

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service.

Making a complaint does not affect your right to take legal action.

The Financial Ombudsman Service (FOS)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find out more information on their web-site.

The contact details for the FOS are:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

Telephone: 0800 023 4567 (calls to this number are free from 'fixed lines' in the UK, or
0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on
mobile tariffs in the UK)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Complaints that cannot be resolved by us may be referred to the Financial Ombudsman Service. The following are the customers who can currently complain to FOS:

- Consumer
- Micro-enterprise: employs fewer than 10 persons; has a turnover or annual balance sheet that does not exceed £1 million.
- Charity which has an annual turnover of less than £1 million at the time the complainant refers the

complaint to the respondent.

- Small businesses; employs fewer than 50 persons; has a balance sheet of less than £5 million.

If you are unsure whether you are able to refer your complaint, please contact the Financial Ombudsman Service.

Details of the Financial Services Compensation Scheme

Under the Financial Services & Markets Act 2000 you may be able to claim from the Financial Services Compensation Scheme. The level of compensation is different depending on the type of cover you hold:

- compulsory insurance, such as employer's liability, is covered for 100% of the claim
- for other insurances 90% of the claim is covered with no upper limit

further information can be obtained by visiting the Financial Services Compensation Scheme website on www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100

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