

Policy Summary for Marketing Communication Consultants'



Professional Liability Insurance for Marketing Communication Consultants'
is underwritten by **QBE Insurance (Europe) Limited (QBE)**

Professional Liability Insurance Marketing Communications Consultants' Policy is an annual insurance contract unless stated otherwise in the quotation or renewal documentation and may be renewed each year subject to the terms and conditions then applicable.

This document provides a summary of the main benefits under the Marketing Communications Consultants' Policy and its policy terms and conditions. **For full details of all policy benefits and all terms you should read the *policy document*.**

A - Professional liability

Significant features and benefits (See *policy document* pages: 5 - 7)

This is a claims made insurance policy meaning any claim must be made against the insured and notified to insurers during the policy period. This policy provides insurance for any civil liability for breach of professional duty incurred in the conduct of the professional practice.

The limit of indemnity payable one claim or series of claims is specified in the quotation or renewal documentation. Defence costs are payable in addition to the limit of indemnity. The excess (the amount not insured for each claim and payable by you) will be shown in the quotation or renewal documentation but the excess does not apply to defence cost.

The policy covers:

- Civil liability for breach of professional duty including the acts of consultants, sub-contractors and agents for which you are legally liable.
- Additional professional liability costs and expenses:
 - Court attendance compensation;
 - Defence costs;
- Your predecessors in business.
- Breach of confidence and privacy.
- Computer virus transmission.
- Dishonesty or fraud.
- Infringement of intellectual property.
- Irrecoverable fees.
- Libel and slander.
- Negligent misrepresentation.
- Product disparagement and breach of advertising regulations.
- Rectification costs.
- Worldwide acts brought in any jurisdiction outside the United States of America or Canada unless restricted in the quotation or renewal documentation.

Significant exclusions or limitations (See *policy document* pages: 8 - 12)

The policy contains a number of exclusions and other limitations. Unless otherwise stated in the quotation or renewal documentation or policy addendum the policy shall exclude claims for:

- Aircraft, watercraft, vehicles or buildings.
- Asbestos.
- Associated companies unless the claim emanates from an independent third party.
- Assumed duty or obligation not in the normal conduct of your professional business.
- Bodily injury / property damage unless as a result of a breach of professional duty.
- Consequential loss.
- Contractual liability.
- Date recognition complaint.
- Deliberate or reckless acts of defamation.
- Arising from existing claims or circumstances prior to the period of insurance.
- Finance.
- Financial services.

Policy Summary for Marketing Communication Consultants'



- Fines, penalties and any claim uninsurable at law except for insurable exemplary or aggravated damages for libel or slander.
- Gaming promotion or lotteries.
- Health, lifestyle or relationship deterioration.
- Legislation and regulation.
- Management liability.
- Mimicking.
- Negotiable paper.
- Nuclear risks.
- Obscenity, blasphemy or pornographic material.
- Punitive, multiple or exemplary damages.
- Infringements of patents.
- Pension, benefit, trust fund management.
- Your Insolvency.
- Liability arising from employment.
- Restrictive recovery rights.
- For negligent error or omission prior to retroactive date.
- Single copy material
- Stunts
- Take-over or mergers
- Where you are entitled to coverage under any other insurance policy
- Products liability or product recall
- Pollution
- USA / Canadian jurisdiction
- War and terrorism

Significant limitations that will restrict payment are:

- You must provide notice in writing or by an agreed electronic medium as soon as practicable of any event within 14 days of any claim, and for any circumstances occurring during the period of insurance which might reasonably give rise to a claim;
- You must not incur any defence costs and expenses , or admit liability, attempt to settle, make any admission or offer any payment or contractual obligation without **QBE's** written consent;
- You must advise any and all changes to the declared business activity.

Please refer to the policy wording for a full description of each exclusion.

B - Legal expenses

Significant features and benefits (See *policy document* pages: 13 - 15)

This section provides legal expenses insurance underwritten by DAS covering costs and expenses you become liable to pay arising out of legal disputes provided that the insured incident happens during the period of insurance and is within the territorial limits. Costs and expenses include legal, accountants and court attendance costs.

DAS run a dedicated 24-hour helpline offering Eurolaw commercial legal advice, business assistance and counselling for all employees or their immediate family members. As well as the helpline, DAS maintains and regularly updates their website where you can access business tools and advice concerning recent legislation and employment issues.

Please refer to the *policy documentation* for full details of DAS's helpline, website, complaints and claims procedures.

This section covers:

- Employment disputes and compensation awards
- Property protection and bodily injury
- Legal defence

Policy Summary for Marketing Communication Consultants'



- Specified criminal allegations
- Tax protection
- Statutory licence protection

Optional cover:

- Contract disputes

Significant exclusions or limitations (See *policy document* pages 16 - 18)

Each of the insured incidents has specific exclusion which relate to them, for full details please read the *policy documentation* carefully.

Unless otherwise stated in the quotation or renewal documentation or policy addendum the policy shall exclude claims for:

- Any claim reported to us more than one hundred and eighty (180) days after the date the person insured should have known about the insured incident.
- Costs and expenses incurred before the written acceptance of a claim by us.
- Fines, penalties, compensation or damages.
- Any claim relating to patents, copyrights, intellectual property, secrecy and confidentiality agreements.
- Any claim relating to franchise or agency agreement.
- Any insured incident deliberately or intentionally caused by a person insured.
- Any claim relating to a shareholding or partnership share.
- Judicial review.
- Legal action you take which we or the representative has not agreed to.
- Bankruptcy.

Significant limitations that will restrict payment are:

- You must provide notice in writing or by an agreed electronic medium as soon as practicable of any event within 14 days of any claim, and as soon as reasonable practicable for any circumstances occurring during the period of insurance which might reasonably give rise to a claim;
- You must not incur any defence costs and expenses, or admit liability, attempt to settle, make any admission or offer any payment or contractual obligation without **QBE's** written consent;
- You must advise any and all changes to the declared business activity.

Please refer to the policy wording for a full description of each exclusion.

Important Information

Your Right to Cancel (See *policy document* page 25)

You have no rights to cancellation under this policy.

QBE has the right to cancel the policy at any time during the period of insurance by serving you with 30 days written notice or on the 3rd day after being posted if sent by pre-paid letter post properly addressed. **QBE** will return premium proportionate to the pre-cancelled portion of the policy subject to adjustment of premium clause under the terms of the policy.

Renewing your Policy

If **QBE** are willing to invite renewal of the policy **QBE** will endeavour to provide renewal information 21 days before the expiry of the policy the premium and terms and conditions which will apply for the following year.

Claim Notification (See *policy document* page 22)

Should you wish to make a claim you should contact **QBE** as soon as possible. You may contact **QBE** at the address shown below.

Policy Summary for Marketing Communication Consultants'



Complaint Procedure (See *policy document page 35*)

If you are unhappy with the service provided for any reason or have cause for complaint you should initially contact the person who arranged the policy for you. If you remain unhappy please contact the Managing Director of **QBE** at the Head Office address below.

If your complaint is still not resolved to your satisfaction you can, if you wish, refer the matter to the Financial Ombudsman Service at the following address: Insurance Division, The Financial Ombudsman, Service South Quay Plaza 2, 183 Marsh Wall, Docklands, London E14 9SR. Referral to the Financial Ombudsman Service is available to all private individuals and eligible commercial customers. Making a complaint does not affect your right to take legal proceedings.

A summary of our complaint handling procedure is available on request and will also be provided to you when acknowledging a complaint.

Compensation

QBE is covered by the Financial Services Compensation Scheme. This provides compensation in case any of its members are unable, in specified circumstances, to meet any valid claims under their policies. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met (100% if the insurance is legally compulsory). Compensation is available to all private individuals and eligible commercial customers.

Further information can be obtained from **QBE** at the Head Office address below, or from the Financial Services Compensation Scheme at the following address: Financial Services Compensation Scheme; 7th Floor, Lloyd's Chambers, 1 Portsoken Street, London E1 8BN; Tel: 020 7892 7300.

Directive Required Information

QBE Insurance (Europe) Limited

QBE Insurance (Europe) Limited is a private company limited by shares and is authorised and regulated by the Financial Services Authority (FSA) as an insurance company and, with effect from 14 January 2005, to undertake insurance mediation, under Registration Number **202842**

DAS Legal Expenses Insurance Company Limited,

DAS is authorised and regulated by the Financial Services Authority and is a member of the Insurance Ombudsman Bureau.. Registration Number 202106.

You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

In the event of a complaint please read the procedure above.

The law and language applicable to the policy

The law of England and Wales will apply to this contract unless you and we agree otherwise. The language used in this policy and any communications relating to it will be English.

Company Head Office

The insurers home state is the United Kingdom at the Head Offices' locations below.

QBE (Europe) Limited, Plantation Place, 30 Fenchurch Street, London, EC3M 3BD,
Tel: 020 7105 4000, Fax: 020 7105 4019. Registered in England No. 1761561
enquiries@qbe-europe.com

DAS Legal Expenses Insurance Company Limited,

DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Tel: 0117 934 2000 Fax: 0117 934 2109
Registration Number 202106.