

Professional Indemnity Insurance

Insurance Product Information Document



Company: Moorhouse Group Ltd t/a Toledo Insurance Solutions
Product: Professional Indemnity

This insurance is administered by Toledo Insurance Solutions and underwritten by Accelerant Insurance UK Limited.

Moorhouse Group Limited trading as Toledo Insurance Solutions is registered in the UK and authorised and regulated by the Financial Conduct Authority (FCA number 308035).

Accelerant Insurance UK Limited is registered in England and Wales with company number 03326800 and has its registered office at One Fleet Place, London, England, EC4M 7WS.

Accelerant Insurance UK limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Reference number 207658).

This document is a summary of insurance cover and restrictions found in the policy. It is not personalised to your individual selections and does not provide a complete representation of all the provisions of your policy. Please refer to your policy documentation, including the Schedule, for full details of your cover, sums insured and the terms and conditions.

What is this type of insurance?

This is a multi-section liability insurance policy, which provides cover for individuals and businesses against claims for financial loss or damage made by a client or other third party as a result of received negligent services or advice. Cover will only be provided for the sections, which you select and which are shown in your schedule.



What is insured?

Unless otherwise stated in your policy schedule, the following is insured:

- ✓ Legal liability arising from
 - ✓ Breach of professional duty
 - ✓ Dishonesty of employees (former or present)
 - ✓ Libel or slander
 - ✓ Unintentional breach of confidentiality
 - ✓ Unintentional infringement of intellectual property rights
- ✓ Loss or damage to documents
- ✓ Legal defence costs and expenses
- ✓ Costs of prosecuting infringements of Insured's intellectual property rights
- ✓ Costs of criminal proceedings cover
- ✓ Collateral warranties
- ✓ Mitigation of loss
- ✓ Costs of representation
- ✓ Data protection defence costs

Where the following covers are **combined**

Public and Products Liability (if selected)

- ✓ *Claims and associated legal costs for accidental bodily injury, loss or damage to material property, obstruction, nuisance or business connected wrongful arrest.*
- ✓ *Legal costs and expenses in connection with any breach of statutory health and safety, consumer protection or food safety legislation.*
- ✓ *Legal liability for accidental bodily injury arising from any sudden or unexpected even of pollution or contamination*
- ✓ *Bodily injury, loss or damage arising from the use of plant and motor vehicles where compulsory motor insurance is not required.*



What is not insured?

- ✗ Risks that should be insured elsewhere e.g. Employers and Public Liability, Public / Products Liability **where not combined.**
- ✗ Unlawful conduct / dishonesty except as covered
- ✗ Outside schedule Jurisdiction unless specific extension agreed.
- ✗ War, Terrorism and Nuclear risks
- ✗ Seepage and Pollution; Asbestos and Toxic Mould
- ✗ Claims and circumstances known at inception of cover
- ✗ Claims by financially associated persons or entities
- ✗ Trading losses, fines and penalties
- ✗ Public or Private offering
- ✗ Insolvency or bankrupt of the insured
- ✗ Viruses
- ✗ Claims by former employees
- ✗ Perfluorinated Compounds, Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

Where the following covers are **combined**

Public and Products Liability (if selected)

- ✗ *Bodily injury sustained by any employee in connection with the business.*
- ✗ *Arising out of pollution that is not sudden or unexpected*
- ✗ *Arising from work in or on: Railways or railway installations, power station or nuclear plants, chemical or petro-chemical works, oil refineries, gas works or fuel storage facilities, docks or harbours, quarries mines or collieries, bridges viaducts, tunnels, dams, chimney stacks, towers or steeples.*

- ✓ Cover for temporary employees up to a maximum of 50 man days in any one period of insurance.
- ✓ Compensation paid where court attendance is required of any director, partner, principal or employed person in relation to a claim covered by this insurance.

Employers Liability (if selected)

- ✓ Damages and associated costs arising from bodily injury to an employed person.
- ✓ Legal costs and expenses in respect of a bodily injury arising from a prosecution by the Health & Safety Executive or government enforcement agency.
- ✓ Compensation for unsatisfied court judgements
- ✓ Bodily injury to working partners

- * Work on aircraft or watercraft or at airports or aerodromes with aircraft access.
- * Loss or damage to property owned, leased or under hire purchase or on loan.
- * Arising out of ownership, possession or use of any mechanically propelled vehicle where a Certificate of Motor Insurance or surety under any Road Traffic Act.
- * Liquidated damages clauses penalty clauses or performance warranties unless proven that liability would have attached in the absence of such clauses or warranties
- * Loss or damage to and/or the costs of repair reconditioning removal replacement or recall of any Product or part thereof or any contract work executed by the Insured caused by any defect therein or unsuitability thereof for its intended purpose
- * Arising out of an act of Terrorism
- * Loss or damage arising from Computer viruses or electronic information being erased or corrupted

Employers Liability (if selected)

- * Bodily injury sustained as a result of radioactive contamination



Are there any restrictions on cover?

- ! The excess (the amount you have to pay towards a claim) which is shown in your policy schedule
- ! Endorsements shown in your policy schedule may exclude or limit cover
- ! There are limits for certain insured events and these are set out in your policy documents
- ! There are conditions applicable to all or some sections, which include but not limited to Claims procedures, and notification of risk changes. You should refer to the policy wording and endorsements for further details.



Where am I covered?

- ✓ The cover is Worldwide but excluding the United States of America (including its territories and /or possessions) and Canada unless specifically extended. For full details refer to the policy schedule.



What are my obligations?

- At the beginning of the period of insurance or when making changes to your policy, you must give complete and accurate answers to any questions you are asked relating to the insurance
- You must tell us as soon as possible of any changes in the information you have provided to us which happens before or during the period of insurance
- You must comply with any additional terms and conditions agreed and shown in your policy schedule
- You must ensure that all sums insured are adequate. If the claim amounts are more than the sum insured at the time of loss or damage, you will have to pay a share of the claim
- You must tell us about any claim or event that might give rise to a claim as soon as you become aware of it, and follow the claims procedure set out in the policy
- You shall take all reasonable precautions or steps
 - a to observe and comply with all Statutory or local authority laws obligations and requirements
 - b In the selection of Employees or sub-contractors to see that construction plant equipment and machinery are substantial and sound and in proper order and fit for the purpose for which they are used.
- Make temporary precautions to be taken as the circumstances may require If any defect in the Contract Works or construction plant equipment and machinery shall be discovered the **Insured** shall until such defect has been made good



When and how do I pay?

The premium for this policy is shown in your schedule
Your broker will advise you of the full details of when and the options by which you can pay



When does the cover start and end?

Your policy is for one year and will start and end on the dates specified as the Period of Insurance in your policy schedule, unless it is cancelled by you or by us before it ends. Our right to cancel is limited as set out in the policy



How do I cancel the contract?

You can cancel your policy by contacting your broker within 14 days of it starting or (if later) within 14 days of you receiving your policy documentation. You will receive a full refund of premium providing you have not made a claim. You are also able to cancel your policy at any time after the initial 14 day period and we will refund your premium less a charge for the time you were covered providing you have not made a claim.