Small Business Office Summary of Cover SOLICITORS PROFESSIONAL INDEMNITY





What is a Summary of Cover

This Summary of Cover was written to provide you with the main features of our Solicitors Professional Indemnity insurance. It will help you to understand how professional indemnity insurance can protect you and your business without having to read the full policy wording. But please note that this document does not contain the full terms and conditions of your policy.

Insurer details

The Solicitors Professional Indemnity insurance is underwritten by Travelers Insurance Company Limited.

What is covered

- You are covered against claims of negligence brought by a client, or other party, if the claims arise from your provision of legal services in private practice. We will pay for the legal costs of defending you against such claims and also pay any award of damages made against you.
- We provide insurance which meets the Minimum Terms and Conditions ('MTC') standards required by the Solicitors Regulation Authority.
- You are covered for claims made against you during the policy period.
- We will cover you for liability arising from a prior practice where this is in connection with the provision of legal services in private practice.
- We will cover you for liability arising from a successor practice to your business where this is in connection with the provision of legal services in private practice.
- We will cover an award made against you by the Legal Ombudsman.
- We will pay a daily amount if any partners or employees have to attend court, as a witness, in relation to a claim.
- We will cover you if any of your business documents are damaged and as a result, a claim is made against you.
- We will cover you for the duration of the Extended Indemnity Period where you do not obtain insurance complying with the MTC prior to the expiry of this policy.
- We will cover you for the duration of the Cessation Period where you do not obtain insurance complying with the MTC prior to the expiry of the Extended Indemnity Period.
- We will cover you for an additional six years if your business ceases trading or where your business is in the Cessation Period and that period expires.
- We will cover any other civil liability arising from the provision of legal services in private practice which is not specifically excluded.
- The most we will pay for any one claim is called the Limit of Indemnity. The Limit you choose will appear on the policy schedule.
- We will pay your defence costs in addition to the Limit of Indemnity.

What isn't covered - significant exclusions or limitations

- For certain covers, the Limit we provide is the most we will pay for all claims during the policy period.
- We will not pay for:
 - A claim where you are entitled to cover under another professional indemnity policy;
 - A claim for bodily injury or damage to the property of others unless it was caused by your provision of legal services in private practice;
 - A claim caused by your duties as a director, officer or trustee;
 - Your dishonest or fraudulent acts;
 - A claim for your trading losses;
 - A claim caused by your duties as an employer e.g. to hire or promote;
 - Any claim you were aware of before you bought this insurance;
 - A claim caused by war or terrorism;
 - Any loss caused by asbestos;
 - Any fines or penalty;
 - The excess that appears in the schedule.
- If we establish that you have deliberately or recklessly provided us with false or misleading information we may seek reimbursement of any payment made under the policy.

What we want you to do

- If,
 - a claim is made against you or
 - you become aware of a circumstance which might lead to a claim

you must tell us as soon as possible.

- The information you have given us is important, as we use this in setting the terms and premium for your insurance. You must take care when answering any questions we ask and ensure that all information provided is accurate and complete.
- You must take reasonable steps to prevent claims and comply with your statutory and regulatory obligations.
- If you are making a claim, you must follow the requirements set out in the terms and conditions of your policy.

Policy period

Your insurance policy has a 12-month cover period.

Law and language

The Law applicable to this policy is the law of England and Wales.

What to do to make a claim

If you wish to make a claim, please contact us on 020 3207 6000 or at the following address quoting your policy number:

Travelers Insurance Company Limited, Professional Risks Claims Department, Exchequer Court, 33 St. Mary Axe, London, EC3A 8AG.

Please also refer to our on-line guidance on how to make a claim which can be found at <u>www.travelers.co.uk</u>

For information on how we treat any personal data, please refer to the terms and conditions of your policy and our Cookies and Privacy Policy which can be found at <u>www.travelers.co.uk/small-business-insurance/</u> <u>cookie-privacy-policy.aspx</u>.

What to do if you have a complaint

If you have a complaint, please contact us on 01737 787787, email us at <u>CustomerRelations@travelers.com</u> or write to us at the address below quoting your policy number or claim reference if appropriate:

The Compliance Team, Travelers Insurance Company Limited, Exchequer Court, 33 St. Mary Axe, London, EC3A 8AG.

For all our customers, if your complaint cannot be resolved to your satisfaction and you are an eligible complainant (a private individual or a small business), you may refer the matter to the Financial Ombudsman Service (FOS) at the following address:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Email: <u>complaint.info@financial-ombudsman.org.uk</u>. Website: <u>www.financial-ombudsman.org.uk</u>.

Please note that your complaint needs to be referred to the FOS within six months of receiving our final response.

Compensation

If we are unable to meet our liabilities to policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk.

Our regulatory information

Travelers Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Registered office: Exchequer Court, 33 St. Mary Axe, London, EC3A 8AG. Registered in England 1034343.

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