



## **IOSH – Professional Indemnity Insurance HCC International Insurance Company plc Summary of Cover**

### **Insuring Clause**

Legal liability to pay damages arising out of the professional business of the Insured in consequence of:-

- a Civil Liability to pay damages, including costs and expenses, incurred in the course of the business.
- the dishonesty of any employee
- libel or slander
- unintentional infringement of intellectual property rights
- the loss of or damage to documents
- pollution

Cover is also available for costs in relation to:-

- prosecuting claims for infringement of intellectual property rights – an inner limit of £25,000 in the aggregate applies
- criminal proceedings – an inner limit of £250,000 in the aggregate applies

The policy can also be extended to include cover for:-

- asbestos – an inner aggregate limit will be applied and an additional premium charged

### **Costs and Expenses**

Costs and expenses are paid in addition to the limit of indemnity unless specified otherwise

### **Excess**

The excess is not applicable to costs and expenses unless specified otherwise

### **Principal Exclusions**

The policy excludes claims

- arising as a result of any breach or alleged breach of a **contractual duty**, or duty of care, which is more onerous than that which would otherwise be implied by common law or statute
- trading losses, insolvency or bankruptcy of the Insured
- arising directly or indirectly out of or resulting from or in consequence of or in any way involving **asbestos or toxic mould**
- for fines, penalties, multiple, exemplary, liquidated or other **non-compensatory damages** awarded
- brought by any **associated company**, person or entity unless they originate from an independent third party
- arising as a result of **war or terrorism**
- where the Insured is **acting as a contractor** (i.e. contractually responsible for construction, installation or erection)



### **Important Notes:-**

- Professional Indemnity insurance is written on a "claims made" basis. Insurers will therefore only provide cover for incidents which you become aware of during the period of insurance and which are reported to Insurers within that policy year. It is therefore critical that any claims or circumstances are reported to Insurers immediately you become aware of them
- Claim notification conditions apply to your policy as a condition precedent to your right to be indemnified. All claims, notifications of any intention to claim against you, circumstances that you are aware of that could give rise to claims against you and the discovery or suspicion of any dishonesty or fraud must be notified within the period of insurance, as soon as possible and within ten working days of receipt, awareness or discovery

### **Claims must be notified to:**

Financial Lines Unit  
Oval Insurance Broking Limited  
5 Western Boulevard  
Leicester  
LE2 7EX

Tel: 0116 254 6221  
Fax: 0116 247 0140

Alternatively, you can email details to your usual account manager

**Please note: you must not at any time admit liability, settle any claim, incur any costs or expenses in connection with any claim or circumstance without Insurer's consent**

- The details provided within this document are a summary of your cover only. Certain conditions and restrictions apply to the cover provided and we therefore recommend you read the full policy wording to ensure you are familiar with the conditions that apply to your cover. A copy of the standard wording is available upon request

**Oval Insurance Broking Limited**  
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