

Summary of Cover

Professional Indemnity – Security Consultants

Purpose of this Document

This document is designed to give you an overview of the Markel International Professional Indemnity – Security Consultants policy. It briefly describes the main areas of coverage, some of the more important conditions and exclusions, as well as reminding you of some of your duties under the policy.

It is not intended to provide full details of the policy and you should therefore refer to the full policy wording to understand exactly what the terms and conditions are and to ensure that the policy meets your needs and circumstances. Any endorsements that may attach to the policy will not be mentioned under this Summary of Cover.

We are always willing to consider further your needs and if you feel that any of the coverage or the terms or exclusions are not appropriate for your business please do not hesitate to contact us or your insurance broker or agent and we will do our best to accommodate your individual requirements.

Purpose of the Policy

Your policy is designed to protect you against certain of the liabilities that you may become exposed to in the provision, to independent third parties, of security consulting services. Such services shall include security advice and training, security procedure and system design, threat management advice, litigation support and management, disaster planning, screening and background checks, computer network security systems consulting and monitoring, and the procurement, supervision and management of individuals, who you do not employ, that provide security and protection to any person or property.

It is intended to respond to certain claims that may be made by your clients, customers and third parties against you.

Importantly, it is designed as a “Pay on behalf of” policy as opposed to the more traditional “Indemnity” policy. This means that we will settle claims directly with any claimant on your behalf rather than you having to fund potentially business-threatening claims and then recovering the money from us.

Examples of the type of claims that may be covered under this policy are those arising from:

1. liability for dishonest acts or omissions of your employees;
2. loss of or damage to client’s documents;
3. negligence and breach of confidence;
4. infringement of copyright and other intellectual property rights;
5. libel and slander;
6. breach of a professional duty owed by you in the conduct of your business;
7. the actions of your service providers.

Your policy affords you protection against legal fees incurred in investigating, defending and settling claims made against you.

Additionally, it will extend to cover the directors, partners, members and employees of your company if such claims are made personally against them.

Significant Limitations

All insurances contain exclusions and limitations to the cover being provided and your policy is no exception. In addition to the “usual” exclusions, such as war, terrorism and pollution, your policy does not cover you for:

1. any business activities that you have not told us about or that we have not agreed to cover;
2. the amount of the excess that you have agreed to;
3. claims or circumstances that you knew about, or should have known about, before the start of this policy;
4. claims arising out of bodily injury or property damage unless arising from a breach of professional duty by you in the course of your professional business;
5. liability arising from employment, breach of your obligations as an employer, or harassment or discrimination;
6. liability arising from your ownership, possession or use of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle;
7. liability assumed under contract if this is greater than what would have applied in the absence of the contract;
8. any of your business activities which took place before any retroactive date which applies to your policy;
9. any legal actions brought or threatened to be brought in a country outside the jurisdictional limits of your policy;
10. the provision of physical security or protection to any person or property unless arising from negligent advice, designs, plans or specification;
11. your consortia and joint ventures unless we specifically agree otherwise;
11. personal liability incurred by a director, partner, member or officer whilst managing the insured's business.

Your Duties

In return for providing you with insurance we expect you to act in a prudent and professional manner in the conduct of your business. This means that you should have procedures in place to try to avoid or limit any situation that may give rise to a claim being made against you which may result in a payment under your policy.

If your business activities change you must tell us about them otherwise your policy may not respond correctly and you may not be covered under the policy.

We rely on the information that you supply to us, including the information that you provided in any proposal form. If you discover that any of the information is incorrect or incomplete you must let us know. A change in the information may result in a change of the terms and conditions of the policy or an increase in the premium charged but a failure to tell us may result in you losing all the benefit of the policy and still having to pay the premium.

You must pay your premium when due. Failure to do so may result in your policy being cancelled.

You must take necessary steps to maintain our rights of subrogation.

In the, hopefully unlikely, event that you need to make a claim under your policy or need to notify us of a circumstance which may give rise to a claim, please ensure that you follow the procedures set out in the policy as any failure to do so may compromise any rights you may have under the policy.

Please remember to tell your insurance broker or agent as soon as you are aware of any circumstances that is likely to give rise to a claim under your policy otherwise you may not be fully covered if a subsequent claim is made against you. If you are in any doubt, please err on the side of caution and tell your insurance broker or agent. We always prefer you to tell too much rather than run the risk of missing something that you later discover that should have advised. If we are advised of a circumstance that we do not feel that you should have informed us about, we will let your insurance broker or agent know.