



## **Driving Instructor Public Liability & Professional Indemnity Policy Summary**

This policy is an annually renewable insurance, underwritten by Royal & Sun Alliance Insurance plc which may be renewed each year, subject to your needs and our terms and conditions.

Full details of what you have chosen will be shown in your Quotation letter and Policy Schedule.

The following tables provide a summary of the main policy features and benefits and any significant exclusions and limitations.

For full policy details and our full terms and conditions please read your Policy Wording, which will be provided on completion of your contract, or at any time on request.

### **Important Information**

The Important Information section of this Policy Summary explains the following:-

- Law applicable to the policy.
- Financial or trade sanctions
- Our complaints procedure.
- Financial Service Compensation Scheme.

Features and Benefits	Significant Exclusions or Limitations
<b>Professional Indemnity Insurance</b>	
<p><b>Professional Indemnity – Standard Cover:</b></p> <ul style="list-style-type: none"> <li>- “Claims made” wording, meaning that the policy covers claims first made against you and notified to us during the Policy Period.</li> <li>- Protection is given to the Insured named in the Schedule, past and present partners. Employees (or their legal representatives in the event of death, incapacity, insolvency or bankruptcy)</li> <li>- Covers liability at law for damages and claimant’s costs and expenses arising out of the conduct of the Business for: <ul style="list-style-type: none"> <li>- breach of professional duty by reason of any neglect, error or omission occurring or committed in good faith;</li> <li>- dishonesty arising out of any dishonest or fraudulent act or omission on the part of any Employee or Agent:</li> <li>- libel and slander committed in good faith;</li> <li>- loss of or damage to Documents in transit or in your custody:</li> </ul> </li> <li>- Defence costs incurred with our written consent are covered in addition to the Limit of Indemnity</li> <li>- Cover is also provided for: <ul style="list-style-type: none"> <li>- Costs of replacing or restoring Documents lost or damaged in transit or in your custody up to a maximum of £250,000 during any Period of Insurance.</li> <li>- Compensation for court attendance in connection with a claim at the following daily rates <ul style="list-style-type: none"> <li>A) Any principal, partner or director - £500</li> <li>B) Any Employee - £250</li> </ul> </li> </ul> </li> <li>- Special benefit clause waiving our rights to avoid the policy in the event of innocent non-disclosure at renewal</li> </ul>	<ul style="list-style-type: none"> <li>- Claims which should be insured under other types of policies, such as Employers’ Liability, Public/Products Liability &amp; Employment Practices Liability.</li> <li>- Claims where you contract to manufacture, construct, erect or install or supply materials or equipment.</li> <li>- Contractual penalties or liquidated damages which would be beyond your liability in the absence of such agreement: <ul style="list-style-type: none"> <li>- Previous claims or circumstances.</li> <li>- Nuclear, sonic and supersonic risks.</li> <li>- Dishonesty of a person after there is reasonable cause for suspicion.</li> </ul> </li> <li>- The following exclusions will be applied by endorsement: <ul style="list-style-type: none"> <li>- War &amp; terrorism</li> <li>- Claims brought in North America</li> <li>- Damage to Documents caused by computer viruses or hacking (procedures must be in place for the security and daily back-up of electronic documents.</li> </ul> </li> </ul>

### Public/Products Liability

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| <ul style="list-style-type: none"><li>• Public Liability: Accidental injury to members of the public, or accidental damage to their property.</li><li>• Products Liability: Accidental injury or accidental damage to property resulting from products supplied.</li><li>• Wrongful arrest or false imprisonment of a member of the public.</li><li>• Legal Defence costs in defending proceedings arising from a breach of the Health &amp; Safety at Work Act 1974, the Health &amp; Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987 where there has been no actual injury or damage is covered under a separate section of the Policy. (Limit of Indemnity £250,000 any one period of insurance).</li></ul> | <ul style="list-style-type: none"><li>- Excludes legal liability:</li><li>- Arising from risks that require more specific insurance e.g. Motor, Marine, etc</li><li>- Arising in connection with advice, design or specification provided for a fee</li><li>- For injury to employees</li><li>- Arising from loss of, or damage to, property in your custody or control.</li><li>- Caused by pollution, unless sudden and unintended and will usually be a Limit of Indemnity for any one Period of Insurance.</li><li>- Arising from contractual liability for products.</li><li>- Fines and penalties.</li><li>- Defective products and work and the repair, replacement or recall of such products or work.</li><li>- Nuclear risks.</li><li>- War risks.</li><li>- Electronic risks.</li><li>- Fear of contracting asbestos related diseases.</li><li>- Pre-claim asbestos clean-up costs.</li><li>- Other specific events may be excluded by endorsement, or cover may need to be individually assessed.</li></ul> |
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### General Conditions and Exclusions

The following apply to your policy as a whole regardless of the specific cover you have selected. For full details of these and other exclusions and limits please read your Policy Wording/Schedule.

- You must, at your own expense, take all reasonable precaution(s) to prevent any occurrence or cease any activity which may give rise to liability under the policy and maintain all buildings, furnishings, works plant machinery and vehicles in reasonable condition.
- Your policy may be subject to excesses, which are the amounts you must pay in the event of each and every claim. Certain claims limits may also apply. These will both be shown in your Policy Schedule.

## **IMPORTANT INFORMATION**

### **Law applicable to the Policy**

Both you and Royal and Sun Alliance Insurance plc may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you are based. Full details will be provided in your policy documentation.

### **Financial or Trade Sanctions**

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy documentation.

### **Complaints**

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint you should initially contact the person who arranged the policy for you or the manager of RSA at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

RSA  
Customer Relations Team  
P O Box 2075  
Livingston  
EH54 0EP

### **Compensation**

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.