

## **POLICY SUMMARY**

Please read carefully and retain



# **Professional Indemnity Insurance for Insurance Brokers**



# Intasure Professional Indemnity Insurance for Insurance Brokers

## Policy Summary

### WHAT IS A POLICY SUMMARY?

This document provides key information about the Professional Indemnity Insurance. Please note that it does not contain the full terms and conditions of this insurance contract; these can be found in the Professional Indemnity Insurance for Insurance Brokers policy wording and its accompanying Schedule.

We strongly advise You to review your policy periodically to make sure it meets the insurance cover requirements you requested.

Your policy has many terms and conditions, some of which may only be relevant in specific circumstances. These terms may be amended in individual cases depending on the nature of the risks being insured and the cover You have requested. Your policy schedule shows the changes to the policy wording that apply to your cover and may also set out warranties to describe actions that You must take (or avoid) for your cover to be valid.

If you would like a copy of the full policy wording or have any questions, please contact us or you can download from [www.intasure.com/business](http://www.intasure.com/business)

**Policy name:** Professional Indemnity Insurance for Insurance Brokers  
**Type of insurance:** Professional Indemnity  
**Underwritten by:** Channel Syndicate 2015 at Lloyd's

### DURATION OF CONTRACT

Insurance contracts run for a period of 12 months. We strongly urge our customers to review their contract each year to ensure they have adequate cover in place.

### COOLING OFF PERIOD

You have a legal right to cancel your policy, for any reason, subject to no claims or circumstances having occurred, after receiving your policy documentation following the inception of the contract.

The cancellation period is 30 days from the day after you receive this information, following the inception of the contract.

If a policy is cancelled outside this period, any premium refund may be subject to the deduction of the administration/transaction fees with a pro rata amount being charged for the period of cover.

You will need to provide us with a written request to cancel either by email or letter, before the expiry of the 30 days to the following address:

Intasure, AMP House, Dingwall Road, Croydon, CR0 2LX

**Insurer Cancellation Rights** - We may cancel your policy or any part thereof by sending 30 days' notice by letter to you at your last known address. You shall thereupon become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of insurance.

Where a claim has been made during the current period of insurance the full annual premium will still be payable despite cancellation of cover and no refund or credit of premium will be due. We reserve the right to deduct this from any claim payment.

### HOW TO MAKE A CLAIM

To register a claim and obtain a claim form, please contact Intasure on 0345 111 0672.

### HOW TO MAKE A COMPLAINT

If you have any questions or concerns about your insurance or the handling of a claim, you should contact:

The Managing Director  
Intasure  
AMP House  
Dingwall Road  
Croydon CR0 2LX  
Tel No : +44(0)208 276 6777  
Policy Queries E-mail: [admin@intasure.com](mailto:admin@intasure.com)  
Claims Email: [claims@intasure.com](mailto:claims@intasure.com)

If you are not satisfied and wish to make a complaint, then Intasure will forward the matter on to the Insurer's complaints team:

The Channel Syndicate  
10 Lime Street  
London  
EC3M 7AA  
Tel: +44 (0)20 3535 5070  
E-mail: [Complaints@channel2015.com](mailto:Complaints@channel2015.com)

In the event that you remain dissatisfied with us then you may refer the matter to the Complaints team at Lloyd's:

The address of the Complaints team at Lloyd's is:  
Complaints  
Lloyd's  
One Lime Street  
London EC3M 7HA  
Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Should you remain dissatisfied, you may be eligible to refer your complaint to the Financial Ombudsman Service (FOS).

Financial Ombudsman Service (FOS)  
Exchange Tower  
London  
E14 9SR  
Tel: 0800 023 4567 (if calling from landline) or 0300 123 9 123 (if calling from a mobile)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Channel Syndicate 2015 at Lloyd's 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 website: [www.fscs.org.uk](http://www.fscs.org.uk).



# Intasure Professional Indemnity Insurance for Insurance Brokers

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Significant Features & Benefits	Significant Exclusions or Limitations	Where Found	
<ul style="list-style-type: none"> <li>Civil liability claims occurring because of your Business, including your liability for acts and omissions of Appointed Representatives named in the proposal form or whose appointment during the Period of Insurance has been notified to and agreed by the Insurer.</li> </ul>	<ul style="list-style-type: none"> <li>GBP 2,500 excess applies to Clause 1.4 Loss of Documents for each and every claim and each and every loss.</li> <li>Nil excess applies to Clause 1.9 Compensation for Court Attendance.</li> <li>No cover for any circumstance(s) that a reasonable person would believe could give rise to a liability under this policy and which circumstance(s) was (or were) or ought to have been known to you prior to the Period of Insurance.</li> <li>No cover for trading losses/liabilities incurred by you or any business managed by or carried out by or on behalf of you, including but not limited to any loss of client account and/or custom.</li> <li>No cover for Fraud and Dishonesty.</li> <li>No cover for any document kept in magnetic or electronic form unless duplicated and the duplicate is stored separately, as a back-up off site or in a secure fire proof safe.</li> <li>No cover for Nuclear, War and Terrorism.</li> <li>No cover for breach of any obligation owed by you as an employer to any Employee or former Employee or applicant for employment.</li> </ul>	Insuring Clauses 1.1	Excess 3.1
<ul style="list-style-type: none"> <li>Ombudsman Awards made under the Financial Services and Markets Act 2000.</li> </ul>		Insuring Clauses 1.2	Excess 3.1
<ul style="list-style-type: none"> <li>Your own losses for dishonest and fraudulent acts or omissions by any Employee.</li> </ul>		Insuring Clauses 1.3	Exclusions 4.1
<ul style="list-style-type: none"> <li>Loss of Documents - cost incurred to repair, replace or reconstruct unintentionally destroyed, damaged, lost or mislaid documents.</li> </ul>		Insuring Clauses 1.4	Exclusions 4.3
<ul style="list-style-type: none"> <li>Defence costs and expenses arising out of the conduct of your Business for offences or alleged offences under the Data Protection Act 1998 or similar legislation.</li> </ul>		Insuring Clauses 1.5	Exclusions 4.5 Insuring Clauses 1.4
<ul style="list-style-type: none"> <li>Defence Costs and Expenses for legal representation at any hearing, tribunal or proceeding where you are compelled to attend involving a proceeding first commenced and Notified during the Period of Insurance, arising out of work performed by or on behalf of your Business. No payment for any penalty, fine or award of costs imposed on you arising from such prosecution unless compensatory in nature and payable to a third party. No costs, charges and/or expenses other than those incurred with the written consent of the Insurer shall be payable.</li> </ul>		Insuring Clauses 1.6	Exclusions 4.7 Exclusions 4.13
<ul style="list-style-type: none"> <li>Defence Costs and Expenses resulting from any investigation by the Financial Conduct Authority first made against an Approved Person arising out of the conduct of your Business.</li> </ul>		Insuring Clauses 18	
<ul style="list-style-type: none"> <li>Compensation for court attendance, with the Insurer's prior written consent, where legal advisers acting on behalf of you require any of the Insured or any Employee (not including expert witnesses) to attend court or any arbitration or adjudication hearing as a witness of fact in connection with a Claim made against you during the Period of Insurance. Any principal, partner, member or director of the Insured GBP 500 for each day or part thereof and for any Employee GBP 250 each day or part thereof.</li> </ul>		Insuring Clauses 1.9	





# Intasure Professional Indemnity Insurance for Insurance Brokers

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<ul style="list-style-type: none"><li>Claims made against you and Notified during the Period of Insurance in respect of any civil liability arising from the operation of any binding authority or delegated authority issued or granted to you by an Insurer or underwriter provided that all binding authorities and/or delegated authorities have been declared and accepted by the Insurer.</li></ul>		Insuring Clauses 1.10	

## Initial Disclosure Document

Please read this document carefully, if you have any questions regarding the contents of this document then please contact us immediately. Please retain this with your policy documentation.

### 1. The Financial Conduct Authority (FCA)

The FCA is the independent watchdog that regulates financial services. Use this information to decide if our services are right for you.

### 2. Whose products do we offer?

We can only offer products from a limited number of insurers for professional indemnity insurance.

### 3. Which service will we provide you with?

We will be acting on a 'non-advised' basis, which means that we are happy to offer you information about the features and benefits of our service, so you can decide which of these best suits your requirements. In these circumstances we are acting as the agent of the insurer and this is why we will not be making a recommendation to you about which insurance you should select.

### 4. What will you have to pay us for our services?

Any charges that we may levy, in addition to the premium charged by the insurer, for arranging, amending, renewing or cancelling any policy, will be advised to you before you purchase the policy.

Where there is an option to pay your premium by direct debit there will be a charge for the credit provided by the finance company. This will be detailed in the payment options offered to you.

If a policy is cancelled outside the cooling off period, then any premium refund will be subject to the deduction of any charges as referred to above.

### 5. Who regulates us?

Intasure is a trading name of Arthur J. Gallagher Insurance Brokers Limited which is authorised and regulated by the Financial Conduct Authority.

Registered address: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Our FCA registration number is 311786.

Our permitted business is assisting in the administration and performance of non-investment contracts of insurance.

You can check this on the Financial Conduct Register by visiting the FCA's website [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on 0800 111 6768.

### 6. What to do if you have a complaint

If you wish to register a complaint, please contact us:

**In writing:** Write to Managing Director, Intasure, AMP House, Dingwall Road, Croydon, CR0 2LX

**Tel:** 020 8274 6777

**Email:** [complaints@intasure.com](mailto:complaints@intasure.com)

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

**Address:** The Financial Ombudsman Service (FOS), Exchange Tower, London E14 9SR

**Tel:** 0800 023 4567 (if calling from landline) or 0300 123 9123 (if calling from a mobile)

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Website:** [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## 7. Are we covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS.

**Website:** [www.fscs.org.uk](http://www.fscs.org.uk)

**Address:** Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU

**Tel:** 0800 678 1100

## 8. How do we handle your money?

We may hold money on your behalf, either paid by you to be passed on to insurers or paid to us by your insurers, to be passed on to you. For your protection, money received from you, or to be paid to you will be held by us in accordance with the Financial Conduct Authority rules.

In most cases, we hold money as agent of the insurer under a 'risk transfer' process. Under risk transfer, we have an agreement with your insurer to hold money as their agent. Money we receive, either from you or from the insurer will therefore be the property of the insurer whilst we hold it. Therefore, if you pay money to us, it is treated as having been received by the insurer and if we do not pay it over to the insurer your policy will not be affected. Similarly, if the insurer pays claims money or a return premium to us for onward transmission to you and we do not pay you, then the insurer will still be liable to you. Where we do not use 'risk transfer', we will notify you separately.

We will deduct any commission entitlements before paying premiums to insurers.

Any interest earned on money held by us in relation to this insurance will be retained by us for our own use.

## 9. How we use your data?

We are registered under the Data Protection Act 1998 (the "Act"). By accepting this Statement you consent to us using and processing your personal and sensitive personal data (where this is necessary, for example criminal convictions) for the purpose of procuring insurance policies and handling claims, if any. Where you provide us with personal or sensitive personal information that relates to anyone other than you, you must obtain the explicit consent of the person to whom the information relates both to the disclosure of such information to us and its use by us as set out below.

We may disclose your personal and sensitive personal data to third parties involved in providing products or services to us or the insurer, service providers we have retained to perform services on our behalf this includes; group companies, affinity partners, (re) insurers, other insurance intermediaries, insurance reference bureaus, fraud detection agencies, loss adjusters, solicitors/barristers, accountants, Premium Credit Limited if you have chosen to pay by direct debit, parties involved in the claims handling process and/or service providers where necessary to provide and administer our products, services and/or who may provide ancillary services, reinsurance companies and insurance regulatory authorities, and as may be required by law. Your information may also be used for offering renewal, research and statistical purposes. Your personal data may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for policy and systems administration.

In assessing any claims made, the insurer or its agents may undertake checks against publicly available information (such as electoral roll, county court judgements, bankruptcy orders or repossessions).

The Act entitles you to receive details of personal and/or sensitive data held about you by us. You have the right to apply for a copy of your information, for which we may charge an administration fee of £10, and to have any inaccuracies corrected

The information provided will be treated in compliance with the Act.

For the purposes of the Act, the Data Controller in relation to any personal data you supply is Arthur J. Gallagher Insurance Brokers Limited.

In the interests of security and to improve our service, telephone calls you make to us may be monitored and/or recorded.