

Changes to the policy coverage of your freelance insure professional indemnity policy

This document has been created to help **you** understand the key changes to **your** insurance policy provided by Caunce O'Hara and now underwritten by Markel.

Please read the document carefully and keep it in a safe place.

We have tailored the policy to reflect the activities undertaken by **you**. This means that some of the exclusions and definitions have been changed to reflect the work which is undertaken and cover is more closely tailored to the work which **you** do. We see this as a significant improvement in the clarity of the cover provided to you.

The majority of changes were imposed by the Insurance Act which came in to force in 2016. These have changed the obligations of insurers and those who purchase insurance.

The fundamental changes are summarised below:

Improvements	Amendments
We have removed the <i>design/construct/supply</i> exclusion which excluded cover where the use was not in accordance with manufacturer's recommendations. Now we provide cover if it derives from your professional services but we expect you to make sure any equipment you use to perform your services is calibrated as the manufacturer of the equipment recommends.	We now exclude any claims arising from patent and we didn't before.
We have removed a number of restrictions in respect of reasonable care and skill, express guarantees and contractual penalty from the contractual liabilities and guarantees exclusion. We now only exclude liquidated damages from the contracts you enter into.	We have included a definition of substitute so if you go on holiday or are poorly and can't undertake your work someone else is covered to undertake it on your behalf. We only expect you to make checks that they have the appropriate expertise to do so and have insurances in place.
We have removed the <i>construction act adjudication</i> cover as we don't believe that this is relevant to the work which you do	
We have removed the <i>spite or reckless behaviour</i> exclusion	
We provide cover for your work if you undertake your work with someone else or another company in a joint venture. We do not provide cover for the other party's work as you can't control the standard of the work they undertake and we do not want your claims experience to suffer.	

The law of England and Wales now applies to this contract unless at the commencement of the period of insurance shown in the policy schedule **you** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, in which case (in the absence of agreement to the contrary) the law of Scotland will apply.

Any legal proceedings between **you** and **us** in connection with this policy will take place in the courts of the part of the **United Kingdom** in which **you** live or have **your** registered office

Following the United Kingdom's exit from the European Union (Brexit) it is unlawful for **us** to provide any cover, pay any claim or the provide any benefit where the regulatory risk location is within the European Economic Area (EEA) excluding the **United Kingdom**. Please note this does not exclude you from working within the EU as a UK company.

If **we** refuse to renew this cover for reasons other than :

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy
- or if **you** decline to accept **our** renewal terms,

then **you** shall automatically be entitled to a 30 day **discovery period** applying to acts first committed or allegedly committed during the period of insurance shown in the policy schedule.

This allows you to tell us about anything which may give rise to a claim which has only just come to light. However, **You** will not be entitled to any **discovery period** if other insurance has been bought with the intention of providing equivalent cover for any part of the **discovery period**.

Fraudulent claims wording reminder

If **you** make a fraudulent claim under this policy:

- **we** are not liable to pay the claim, and
- **we** may recover from **you** any sums **we** have paid to **you** in respect of the claim, and
- **we** may write telling **you** that **we** are treating the contract as having been terminated with effect from the fraudulent act.

If **we** do write to **you** telling **you** that **we** are treating this policy as having been terminated:

- **we** will not be liable to **you** in respect of any relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this policy (such as a loss, the making of a claim, or the notification of a potential claim), and
- **we** need not return any of the premium paid.

If this policy provides cover for any person who is not a party to the contract of insurance ('a covered person', for example an **insured person**), and a fraudulent claim is made under this policy by or on behalf of a covered person, **we** may exercise the same rights as above as if there was an individual contract of insurance between the covered person and **us**. However, the exercise of any of these rights shall not affect the cover provided under this policy for any other person.