

Professional indemnity insurance for technology companies

Policy summary

Policy wording ref: WD-PROF-UK-TEC-AG(3) 15586 12/17

Key benefits: what risks are you protected against?

Professional indemnity insurance covers you for compensation you have to pay to your clients or any other third parties as a result of problems with your work. We will pay for claims which are made against you during the period of insurance, up to the limit shown in the policy schedule. We will also pay your legal defence costs incurred with our agreement for covered claims.

We will pay compensation in relation to claims against you for:

- breach of any contract between you and your client, including reasonable compensatory payments, where the claim is brought by your client;
- infringement of intellectual property rights like copyright or trademark;
- negligence or breach of duty: if you fail in a duty of care to your client, perhaps giving incorrect advice or making a mistake in your work;
- defamation: libel and slander:
- work undertaken on your behalf by sub-contractors or outsourcers. However, we reserve the right to recover losses from your sub-contractors or outsourcers;
- dishonesty of your employees, sub-contractors and outsourcers;
- any other civil liability: this means that if a claim or loss occurs because of your business activities and we haven't specifically excluded it and it's not a criminal prosecution, it's covered;
- network security and personal data events, including the transmission of a computer virus, denial of service attacks and unauthorised use or disclosure of personal or confidential corporate data.

We will also pay your direct losses as a result of any tangible documents needed for your business which are lost, damaged or destroyed.

Your policy may also reimburse you for fees that your client refuses to pay if we believe this is likely to prevent a future claim against you for a greater amount.

Significant or unusual exclusions and limitations:

We will not make any payment for your lost profit or any trading loss suffered by you. We will not pay for claims or losses arising from:

- your failure to ensure that you have sufficient technical, logistical or financial resources to perform a contract;
- any bodily or mental injury or death, unless in relation to mental anguish due to defamation, breach of privacy or negligent
 publication. This also does not apply to your work for example, designs and specifications that are given by you for a fee;
- the loss, destruction or damage to tangible property, unless arising from your designs, plans, specifications, formulae, directions or advice prepared or given by you for a fee. This does not apply to any claim for damage to electronic data or the loss of any document which is necessary for the performance of your business activity which is lost whilst in your possession;
- any patent infringement or the disclosure of a trade secret;
- the failure of service by an internet service provider or other utility service, other than where your business activities provide these services;
- the ownership, use or possession of any land, building, animal or vehicle;
- any breach of your obligations as an employer;
- anything which was likely to lead to a claim and which you knew about before the policy started;
- any defect that is solely caused by a third-party's software or hardware, other than for defence costs;
- any costs or expensed involved to recall any software or hardware, unless you are required to do so under contract;
- the chargeback or reversal of any payment transaction.

Please read the policy for details of its terms in full.