

Professional indemnity insurance for technology companies

Policy summary

Policy wording ref: WD-PROF-UK-TEC-AG(4) 15586 10/19

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 made 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 patent, trade secrets, 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.

Your policy may also reimburse your fees:

- which your client refuses to pay if we believe this is likely to prevent a covered claim against you for a greater amount;
- incurred by you with our consent to investigate or monitor a potential claim.

We will also pay your direct losses as a result of:

- dishonesty of your employees, sub-contractors or outsourcers where there is a clear intention to cause you loss or damage or to obtain financial gain;
- any tangible documents needed for your business which are lost, damaged or destroyed.

In addition we will pay, subject to our prior agreement:

- service credits provided to your client in full or partial settlement of a covered claim;
- the cost to engage a consultant to manage your response to a covered claim or to replace a senior manager or director whose time is diverted to the management of a covered claim;
- compensation where your attendance at court is required in connection with a covered claim.

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:

- any activity regulated by the Financial Conduct Authority;
- infringement of patent or misappropriation of a trade secret brought in the USA or Canada;
- 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;
- 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 costs or expenses involved to recall any software or hardware where required to do so by injunction;
- the chargeback or reversal of any payment transaction.



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

PS-PROF-UK-TEC-AG(3)
17004 10/19