
Your cover in a nutshell:

Professional indemnity insurance covers you for compensation you have to pay to your clients or any other third parties because of problems with your work, including compensatory damages and claimant's legal costs awarded against you in relation to a covered claim. We will pay for claims which are made during the period of insurance, up to the limit shown in the schedule. We will also pay your legal defence costs incurred with our agreement for covered claims. Your policy schedule will state if such costs are included within the limit of indemnity or payable in addition to it.

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.

The limit of indemnity may either be on an each and every claim basis or an aggregate basis – please check your policy schedule to see which applies to your policy. An 'each and every claim' basis means that each individual claim has its own limit of indemnity, though multiple claims arising from the same cause will be treated as a single claim and only one limit will apply. An 'aggregate' basis means that the limit of indemnity is the most we will pay in total under the policy, regardless of the number of claims and losses. On either basis, you will be liable to pay the excess in relation to each claim or loss, which is shown in your policy schedule.

Key benefits: what risks are you protected against?

We will pay claims against you for:

- 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;
- unintentional breach of written contract or an implied contract term concerning quality, safety or fitness;
- breach of any duty of confidentiality you have;
- infringement of intellectual property rights such as copyright or trademark;
- 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 partners, directors, employees, sub-contractors and outsourcers;
- computer viruses: if you unknowingly pass on a computer virus specifically targeted at your system, for example, by forwarding an email originally sent to you;
- any other civil liability: this means that if a civil claim is brought against you because of your business activities and we haven't specifically excluded it, it's covered.

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

- dishonesty of your employees, sub-contractors and outsourcers;
- your own loss of documents, information or data which is necessary for the performance of your business activity.

Significant or unusual exclusions and limitations:

Cover is restricted to the business activities you have told us your business undertakes and that we have agreed to insure, which are carried out within the geographical limits of the policy, as stated in your policy schedule.

We will not make any payment unless you notify us as soon as practicable of any claim or potential claim against you or your own loss.

We may reduce any payment we make equal to the detriment we have suffered if you:

- do not ensure our rights of recovery against a third-party are unrestricted;
- admit that you are liable or make any offer without our prior written agreement.

We will not pay for claims or losses arising from:

- breach of contract caused by you having insufficient resources;
- any acts or omissions you deliberately or recklessly commit, condone or ignore;
- patent infringement or the disclosure of a trade secret;
- any third-party defect in design or manufacture of software, hardware, firmware or network cabling, unless you can recover any resulting loss from the third-party under a written contract;
- any claim for your design or manufacture of hardware;
- breach of your obligations as an employer;
- harassment or discrimination;
- loss of data held electronically;
- commercial disputes with your business partners relating to commission or termination of a contract;



Professional indemnity insurance for technology companies

Policy summary

- anything, including any shortcomings, that before we agreed to insure you, you reasonably ought to have known would be likely to lead to a claim or loss;
- work carried out before the date stated as the retroactive date in the schedule.