



# **PROFESSIONAL INDEMNITY FOR IT PROFESSIONALS**

**Policy Summary**

# Professional Indemnity for IT Professionals

## Policy Summary

This policy is an annually renewable Professional Indemnity insurance, underwritten by Royal & Sun Alliance Insurance plc.

This Policy provides protection in respect of civil liability for damages and claimant's costs and expenses incurred in connection with the conduct of your Professional Business. Cover applies to claims first made against you and notified to us during the Period of Insurance.

The information in the following tables gives a summary of the cover provided. For full terms and conditions of the cover please refer to the policy wording, a copy of which is available on request.

## Other Important Information

The Other Important Information section of this Policy Summary explains the following:

- Claims
- Law applicable to the Policy
- Financial or Trade Sanctions
- Complaints
- Compensation
- Renewal Procedure

## Table 1 Standard Features and Benefits

The following will automatically be included in your policy:

| FEATURES AND BENEFITS  | SIGNIFICANT EXCLUSIONS OR LIMITATIONS   |
|--|---|
| <b>Professional Indemnity Insurance (IT Professionals)</b>   |   |
| <p><b>Standard Cover:</b></p> <ul style="list-style-type: none"> <li>• "Claims made" wording, meaning that the Policy covers claims first made against you and notified to us during the Period of Insurance.</li> <li>• Where you notify us during the Period of Insurance of circumstances that might reasonably be expected to produce a claim, we cover a subsequent claim arising from such circumstances as though it were made in the Period of Insurance.</li> <li>• Protection is given to the Insured named in the Schedule, past and present partners, directors (or members of LLPs), employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy.</li> <li>• Covers Contractual Liability (as defined) and other civil liability (including liability for claimant's costs and expenses) incurred in connection with the conduct of Professional Business. The definition of Contractual Liability for the purposes of the Policy is: <ul style="list-style-type: none"> <li>A) unintentional breach of any written contract to design, produce or supply software or hardware, by reason of the software or hardware failing <ul style="list-style-type: none"> <li>1) materially to conform to any written specification forming part of such contract or</li> <li>2) to meet any implied statutory term concerning quality, safety or fitness</li> </ul> </li> <li>B) unintentional breach of any duty assumed under a written contract to exercise reasonable care and skill.</li> </ul> </li> <li>• The term "other civil liability" includes claims relating to the following: <ul style="list-style-type: none"> <li>- Breach of professional duty</li> <li>- Liability for dishonest acts</li> <li>- Libel and slander</li> <li>- Liability for damage to documents</li> <li>- Adjudication and arbitration awards</li> <li>- Infringement of intellectual property rights (except breach of patent which is excluded under the Policy).</li> </ul> </li> <li>• Defence Costs incurred with our written consent are covered in addition to the Limit of Indemnity.</li> <li>• Cover for ombudsman awards.</li> <li>• Covers the costs of your actions necessary to mitigate a loss that would otherwise be the subject of a claim, up to a limit of £50,000 during the Period of Insurance, provided the costs are incurred with our written consent.</li> <li>• Covers costs of replacing or restoring Documents lost or damaged in transit or in your custody up to a maximum of £250,000 during the Period of Insurance.</li> </ul> | <ul style="list-style-type: none"> <li>• Claims which should be insured under other types of policies, such as Employers' Liability and Public/Products Liability, Directors' &amp; Officers' Liability, Employment Practices Liability and Motor Insurance.</li> <li>• Asbestos and nuclear risks, pollution, war and terrorism.</li> <li>• Adjudications where the adjudicator is not independent or the timetable is more onerous than in the Scheme for Construction Contracts, and arbitration awards made outside the UK.</li> <li>• Express guarantees (including any relating to the period of a project), agreements to use more than reasonable care and skill, contractual penalties or liquidated damages which are beyond your liability at common law.</li> <li>• Claims made by entities in which you have a controlling interest.</li> <li>• Defective workmanship in the installation, repair or maintenance of computers and ancillary equipment other than software.</li> <li>• Provision of finance or financial advice.</li> <li>• Dishonesty of a person after there is reasonable cause for suspicion.</li> <li>• Fines, penalties and punitive damages.</li> <li>• The following internet-related liabilities: <ul style="list-style-type: none"> <li>- managing the means of payment</li> <li>- obscene, blasphemous or pornographic material</li> <li>- third party material contributed to bulletin boards, interactive forums or newsgroups.</li> </ul> </li> <li>• Lost profit and liability for VAT.</li> <li>• Claims brought in North America.</li> <li>• Previous claims or circumstances.</li> <li>• Failure to take reasonable steps prior to contract to ensure performance of the contract was possible <ul style="list-style-type: none"> <li>- in accordance with the terms of the agreement/specification</li> <li>- with the resources known to be available</li> </ul> and that the contract was not beyond your capabilities. </li> <li>• Spite or reckless behaviour.</li> <li>• Failure to take back-up copies of material in electronic format at reasonably frequent intervals or to maintain software to protect against unauthorised use or access.</li> </ul> |

## Table 1 Standard Features and Benefits (continued)

The following will automatically be included in your policy depending on the cover you have selected:

| FEATURES AND BENEFITS   | SIGNIFICANT EXCLUSIONS OR LIMITATIONS        |        |                 |        |   |
|---|--|--------|-----------------|--------|---|
| <b>Professional Indemnity Insurance (IT Professionals) continued</b>  |  |        |                 |        |   |
| <ul style="list-style-type: none"> <li>• 80% of reasonable costs incurred in the defence of criminal proceedings arising under The Data Protection Act 1998 where we believe that this action could protect you against a related liability Claim, up to a maximum of £100,000 in the aggregate during the Period of Insurance.</li> <li>• Compensation for attendance at court, mediations or other hearings in connection with a claim at the following daily rates:               <table style="margin-left: 20px; border: none;"> <tr> <td style="padding-right: 20px;">A) Any principal, partner member or director</td> <td style="text-align: right;">- £500</td> </tr> <tr> <td>B) Any Employee</td> <td style="text-align: right;">- £250</td> </tr> </table> </li> <li>• Access to our helplines offering advice on legal matters, health &amp; safety issues, tax and VAT concerns and also providing stress counselling.</li> </ul> | A) Any principal, partner member or director | - £500 | B) Any Employee | - £250 | <ul style="list-style-type: none"> <li>• Inherent defects in products supplied by a third party or failure of a third party to supply a service (does not apply where you have legal rights of recovery under a written contract).</li> <li>• Transmission or impact of any Virus.</li> <li>• Business risks, such as contracts for supply of goods or services to your business, your insolvency, pension and benefit schemes and trading losses.</li> <li>• Damage to your Documents caused by hacking.</li> <li>• Any claim or loss where the cause occurred prior to the Retroactive Date (only applicable where a Retroactive Date is specified).</li> </ul> |
| A) Any principal, partner member or director  | - £500                                       |        |                 |        |   |
| B) Any Employee   | - £250                                       |        |                 |        |   |

## Table 2 General Conditions

The following apply to the Policy as a whole. For full details of these and other exclusions and limits please read your Policy Wording/Schedule.

| GENERAL AND CLAIMS CONDITIONS   |
|---|
| <ul style="list-style-type: none"> <li>• The Insurer's acceptance of this risk is based on the information presented to the Insurer being a fair presentation of the Insured's business including any unusual or special circumstances which increase the risk and any particular concerns which have led the Insured to seek insurance.</li> <li>• Claims or circumstances which might reasonably be expected to produce a claim must be notified to us in writing as soon as possible and no later than ten working days after expiry of the Period of Insurance.</li> <li>• Adjudications must be notified within two working days. Failure to comply with this Condition will result in the claim being rejected.</li> <li>• You must notify us within ten working days if you become aware that an ombudsman is reviewing a case connected with your Professional Business. Failure to comply with this Condition will result in the claim being rejected.</li> <li>• Where you choose to pay your premium by instalments we reserve the right to terminate the Policy if there is a default in payments.</li> </ul> |
| INSURED'S CONTRIBUTION AND LIMITS   |
| <ul style="list-style-type: none"> <li>• The Limit of Indemnity for Civil Liability (including Contractual Liability) is specified in your quotation or the Schedule and will either be an aggregate limit in the Period of Insurance or will apply on an "any one claim" basis. Defence Costs are payable in addition.</li> <li>• Your Policy will be subject to an Insured's Contribution, which is the amount you must contribute towards settlement of a claim. This will be shown in your Policy Schedule. No contribution is payable for Defence Costs or Damage to your Documents.</li> </ul>  |

## Other important information

### Claims

Should you wish to make a claim under your policy please call our claims helpline on 01403 232 308 as soon as possible. You must give us any information or help that we may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy wording.

### Law applicable to the Policy

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you are based. Full details will be provided in your policy wording.

### Financial or Trade Sanctions

Royal & Sun Alliance Insurance plc is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy wording.

### Complaints

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint you should initially contact the person who arranged the policy for you or the manager of RSA at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

If they cannot resolve the matter to your satisfaction, they will provide you with our final response, upon which you may be eligible to refer your case to the Financial Ombudsman Service. This does not affect your right to take legal action.

| RSA   | Financial Ombudsman Service         |
|---|-------------------------------------|
| Customer Relations Team<br>P O Box 255<br>Wymondham<br>NR18 8DP | Exchange Tower<br>London<br>E14 9SR |

### Compensation

Royal & Sun Alliance Insurance plc 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.

### Renewal and cancellation

Shortly before each policy anniversary, we will tell you the premium and terms and conditions that will apply for the following year or we may request that you complete a renewal declaration form. If you wish to change or cancel the cover you must tell us before the renewal date.

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by you.

Renewal will not be invited unless a satisfactory declaration is received by us when requested prior to expiry of the Period of Insurance. Failure to submit a renewal declaration form prior to expiry of the Period of Insurance will cause the Policy to be lapsed from the expiry date.

If you pay by direct debit and we do not request a renewal declaration form, we will renew the policy and continue to collect payments unless you tell us, before the renewal date, that you wish to cancel the policy. If you pay by any other method, you must submit a further payment if you wish to renew the policy.

