



Important Information & IPID

Information

Technology

Professional Liability

Insurance

February 2021

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Information Technology Professional Liability Policy Summary

The following summary does not contain the full terms and conditions of the insurance which can be found in the Insurance Certificate. This summary does not form part of your contract of insurance. You need to keep us informed about any changes in your circumstances, so that, in the event of a claim, you still have adequate and valid insurance cover.

Who is the Insurer?

This insurance is underwritten by XL Insurance Company SE, under a facility administered by Angel Risk Management. XL Insurance Company SE is authorised by the United Kingdom Prudential Regulation Authority and regulated by the United Kingdom Financial Conduct Authority and the United Kingdom Prudential Regulation Authority (Firm Reference No. 202695).

About this Insurance

This is an Information Technology Professional Liability Policy. Covering claims of professional negligence and breach of duty arising out of the conduct of your business as detailed on the Policy Schedule.

When and How Do You Pay for Your Insurance?

For full details of when and how to pay, you should contact your broker.

Law and Jurisdiction

The parties are free to choose the law applicable to the policy. Unless specifically agreed to the contrary the policy shall be governed by the law of the Republic of Ireland and subject to the exclusive jurisdiction of the courts of the republic of Ireland.

Unless otherwise agreed the language of the policy shall be English.

Where Are You Covered?

This insurance offers Worldwide cover excluding the USA and Canada.

Policy Duration – When Does Your Cover Start and End?

This insurance cover is valid from the start date and end date of the cover are specified in your policy schedule.

What Are Your Obligations?

- You must tell us as soon as practicably possible if you become aware about any changes in the information you have provided to us which happens before or during any period of insurance.
- When we are notified of a change we will tell you if this affects your policy. For example we may amend the terms of your policy or require you to pay an additional premium. In certain circumstances we may cancel your policy in accordance with the “Cancelling This Insurance” section of the policy document. If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.

Significant Features and Benefits

- You have access to a legal helpline which is available for general legal advice on corporate or commercial problems potentially giving rise to liability under the Policy. Details can be found on the policy schedule.
- Policy provides claims made cover, meaning that the insurance only responds to claims first made and notified to Insurers during the period of insurance
- Covers unintentional breach of contract in the design, production or supply of any deliverable or IT services where they do not conform with the written specification, contain any material defects or fail to meet any implied statutory term as to quality, fitness or safety up to the amount stated in the Policy Schedule.
- Covers unintentional libel/slander up to the amount stated in the Policy Schedule.
- Covers unintentional infringement of intellectual property rights including under contract Unintentional breach of confidentiality up to the amount stated in the Policy Schedule.
- Covers unintentional transmission of a computer virus (aggregated sub-limit applies)
- Cover for loss of documents or data up to the amount stated in the Policy Schedule.
- Cover for attendance at court in connection with a Claim up to the amount stated in the Policy Schedule.
- Payment of outstanding fees considered where mitigation of loss; witness attendance and legal representation costs
- Defence costs and expenses are in addition to the policy limit

Significant or Unusual Exclusions or Limitations

- Limit of indemnity applies to any one claim during the period of insurance
- Claims or circumstances known prior to the period of insurance
- Death or bodily injury unless caused directly by a breach of professional duty
- Trading losses; fines and penalties; fraud and dishonesty; insolvency and market fluctuations; related companies; joint ventures
- Asbestos; toxic mould; pollution and contamination; radioactive contamination and explosive nuclear assembly; war and terrorist action
- Infringement of patent rights
- Contractual liability if it imposes greater obligations on the Insured than would be otherwise implied by common law or statute
- Any contract where the Insured has failed to take reasonable steps to ensure it can fulfil its obligations
- Inherent defect or failure of any third party deliverables or any associate costs and expenses associated with recall of deliverables
- Where the Insured's rights of recovery against a third party have been restricted by the terms of any written contract
- Failure or loss of services from any internet service, telecommunications or other utilities provider (unless these services are part of the Insured's business)
- Deliberate acts
- Taxation, competition, restraint of trade or antitrust legislative or regulatory breaches by the Insured
- Any liability arising from a computer virus created or modified by the Insured
- Claims made for professional services performed or advice given prior to the retroactive date shown on the Schedule page of the Policy
- A minimum €250 each and every claim deductible applies



How Do You Cancel?

(a) **Cooling-Off**

If you decide that you do not wish to proceed then you can cancel the policy by notifying your broker or insurance advisor within 14 days of either the date you receive your insurance documentation or the start of the policy period whichever is the later. Provided you have not made a claim we will refund the premium and no fee will be charged if the policy is cancelled in the Cooling Off Period.

(b) **Cancellation by Insured**

You may cancel the policy at any time by notifying your broker or insurance advisor. Any return premium due to you will depend on how long the policy has been in force and whether you have made a claim.

(c) **Cancellation by Insurer**

We may cancel the policy, provided there is a valid reason for do so, including for example any failure by you to pay the premium by writing to you. Any return premium due to you will depend on how long the policy has been in force and whether you have made a claim.

How do You Make a Claim?

Claims or circumstances that could give rise to a claim should be notified as follows:

XL Catlin Services SE
Ground Floor
Marlborough House
Victoria Road South
Chelmsford
Essex
CM1 1LN
United Kingdom

Claim Hotline: +44 (0) 1245 343630

Email: claims@angelriskmanagement.com

You will need to quote your Policy number when notifying us.

How Do You Make A Complaint?

We are dedicated to providing a high quality service and We want to ensure that We maintain this at all times.

If You have any questions or concerns about the policy or the handling of a claim please contact Your broker through whom this policy was arranged.



If You wish to make a complaint You can do so at any time by referring the matter to:

Complaints Department
XL Catlin Services SE, Irish Branch
8 St. Stephen's Green
Dublin 2
D02 VK30
Ireland

E-mail: XLICSEcomplaints@axaxl.com

Telephone Number: +353 (01) 607 5300

XL Catlin Services SE acts on Our behalf in the administration of complaints.

The complaint will be acknowledged, in writing, within 5 (five) business days of it being made.

If You remain dissatisfied after the Complaints Department has considered the complaint or a final decision has not been received within forty (40) business days, You can refer the complaint to the Financial Services and Pensions Ombudsman at:

The Financial Services and Pensions Ombudsman
Lincoln House, Lincoln Place
Dublin 2
D02 VH29
Ireland

E-mail: info@fspo.ie

Telephone Number: +353 1 567 7000

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for XL Insurance Company SE is the Financial Services and Pensions Ombudsman, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: <http://www.fscs.org.uk/>



Fair Processing Notice

This Privacy Notice describes how XL Insurance Company SE (together, “we”, “us” or the “Insurer”) collect and use the personal information of insureds, claimants and other parties (“you”) when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: compliance@axxl.com

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <http://axxl.com/footer/privacy-and-cookies>.



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**XL Insurance Company SE | A European public limited liability company registered in Ireland | Registered office: 8 St. Stephen's Green, Dublin 2, Ireland
Registered in Ireland No. 641686**

**XL Insurance Company SE is regulated by the Central Bank of Ireland.
Directors: P.R.Bradbrook (UK), B.R.P.Joseph (UK), Y.Slattey, P. Wilson (UK), D. Palici-Chehab (FR), J. O'Neill, H. Browne, P.H. Rastoul (FR)**