



# Professional indemnity for IT professionals

Summary of Cover

AXA Business Insurance

**keyfacts**®

## About this document

This document provides details of the key features and any significant exclusions and conditions of the Professional indemnity for IT professionals only. You can find the full terms and conditions of the cover in the policy document.

This information is provided to you for information purposes only and does not form part of your insurance contract. A copy of the full policy wording is available on request or online at <https://secure.axainsurance.com/login/my-axa-account/>.

It does not include any details of any other covers which are available within Business Insurance.

## Features and benefits

### Professional indemnity – breach of professional duty

Legal costs, awards and settlements for any claim arising from a breach of duty in the conduct of your professional business

Covers claims brought against anyone who is or was a director, partner, member, principal or employee of the firm for work undertaken for your professional business

Cover for breach of contract to design or supply IT related products (referred to as deliverables)

The option to purchase cover for previous work you have undertaken from the date your business was established

Claims can still be notified up to 7 days after the end of the insurance as long as you only became aware of that claim in the 7 days immediately before the end date and were unable to notify us within the policy period.

### Professional indemnity - additional insured elements

#### Breach of confidentiality

Legal costs, awards and settlements for any claim that relates to a civil liability arising from the conduct of your business and that was caused by an unintentional breach of confidentiality

#### Defamation

Legal costs, awards and settlements for any claim that relates to a civil liability arising from the conduct of your business and that was caused by an unintentional defamation.

#### Infringement of copyright

Legal costs, awards and settlements for any claim that relates to a civil liability arising from the conduct of your professional business and that was caused by infringement of copyright or registered trademark committed in good faith.

#### Dishonesty of employees

Legal costs, awards and settlements for any claim that relates to a civil liability arising from the conduct of your professional business and that was caused by a dishonest or fraudulent act or omission of your employees.

#### Bodily injury arising from a breach of professional duty

Legal costs, awards and settlements for any civil claim arising from the conduct of your professional business where someone other than you or your employees suffers injury, illness or death. This does not replace or include Public Liability insurance.

#### Loss of documents

The costs of replacing or restoring documents or information that have been lost or damaged in the conduct of your professional business.

#### Court attendance costs

Compensation paid to you where court attendance is required of any director, partner, principal or employee in relation to a professional indemnity claim that is covered by this insurance.

### Limits of cover available

The professional indemnity section covers you for awards and settlements of claims, as well as the costs incurred in investigating, defending or settling a claim made against you.

There is no limit to the number of claims that can be made in any one period of insurance (note that some sections of cover restrict the amount that we will pay in any one insurance period)

The most we will pay is a limit of indemnity that you select. The costs incurred in investigating, defending or settling the claim are paid in addition to the limit of indemnity, but are restricted to an amount equal to the limit of indemnity you select.

The loss of documents optional cover provides up to £100,000 in total (or an amount equal to the limit of indemnity if that is less than £100,000) in any one period of insurance.

## Significant or unusual exclusions or limitations

Professional indemnity cover operates on a claims-made basis. This means that we will only provide cover for claims, or circumstances that may lead to a claim, made against you and notified to us during the period of insurance.

You can select either the date the business was established or the inception date of the policy from when you want previous work to be covered. We will not cover any claim, or circumstance that may lead to a claim, that arise from an act, error or omission that occurred before the date you select.

As this document is a summary of the insurance provided, the following is not a list of every exclusion that applies. You can find details of all the exclusions in the policy documents.

Exclusion or limitation
Claims arising from professional business where any construction, erection, installation or maintenance works are undertaken
Contractual liability exclusion (this does not apply for the failure to design or supply deliverables, subject to the Onerous contracts exclusion)
Onerous contracts exclusion
Any employment related claim
Any fines, penalties or punitive damages identified separately by the Court
Any claims arising from goods or products you have manufactured, supplied or sold
Insolvency exclusion
Excluding management of financial transactions via the internet, or obscene, blasphemous or pornographic material on the internet
Pollution exclusion.
Virus exclusion
Dishonest or fraudulent act or omission by a director, partner or principal exclusion
Exclusion of property damage unless it arises from a breach of professional duty
Recall costs exclusion
Third party deliverables extension
Infringement of copyright or trademark*
Defamation exclusion*
Dishonest or fraudulent act or omission by an employee exclusion*
Bodily injury arising from a breach of professional duty exclusion *
Breach of confidentiality exclusion *
Damage of loss to any documents *

\*unless you have purchased the relevant optional cover available

## Standard excesses

Section of cover	Excess
Professional indemnity – breach of professional duty	£250
Breach of confidentiality	£250
Defamation	£250
Infringement of copyright	£250
Dishonesty of employees	£250
Bodily injury	£250
Loss of documents	Nil
Court attendance costs	Nil

# Exclusions or limitations

## Policy duration

This is an annually renewable policy

## Applicable law

You and we can choose the law that applies to this policy. We propose that the Law of England and Wales apply. Unless we and you agree otherwise the Law of England and Wales will apply to this policy.

## Your cancellation rights

If you're not satisfied with your policy you can contact us within 14 days of receipt of your documents and you'll be entitled to a full refund – as long as your cover hasn't started yet. If your cover has started, you'll receive a proportional refund based on the cover you haven't used yet.

If you cancel after 14 days, you'll receive a proportional refund based on the cover you haven't used yet – but you'll also have to pay a cancellation fee of £35.

In all cases, if you've made a claim or a claim's been registered against you before you cancel, you won't be entitled to a refund – and the £35 cancellation charge will still apply.

## Making a complaint

If you have a complaint about your policy you should contact us.

If your complaint relates to a claim on your policy please contact the department dealing with your claim.

If we have given you our final response and you are still not satisfied you may be eligible to refer your case to the Financial Ombudsman Service (FOS). If applicable, you will receive details of how to do this at the appropriate stage of the complaints process.

## Data Protection Notice

AXA Insurance UK plc is part of the AXA Group of companies which takes your privacy very seriously. For details of how we use the personal information we collect from you and your rights please view our privacy policy at [www.axa.co.uk/privacy-policy](http://www.axa.co.uk/privacy-policy)

If you do not have access to the internet please contact us and we will send you a printed copy.

## Financial Services Compensation Scheme (FSCS)

AXA Insurance plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation in the unlikely event that we cannot meet our obligations to you. This depends on the type of insurance, size of your business and the circumstances of your claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk))

The European Commission has also provided an Online Disputes Resolution Service for logging complaints. To use this service please go to <http://ec.europa.eu/odr>