



# Professional combined Information Technology

November 2021

## Why choose AXA's Information Technology Professional combined insurance?

Providers of computer and IT services have a unique exposure to claims arising from professional failure, as the service they provide is often connected to a product that they also provide, such as an item of software.

AXA's Information Technology Professional combined insurance is available to UK-domiciled IT professionals and provides cover for breach of contract to supply deliverables where that is due to a failure to conform to the written specification in the contract, a defect in the deliverables or a failure to meet their statutory requirement(s).

### We offer cover for

- Software consultants
- Software development
- Software vendors
- Hardware consultants
- Web designers
- and many other IT professional services

### Any one claim limits

The professional indemnity section of our Professional combined insurance provides cover up to the selected limit of indemnity for any one claim.

There is no limit to the number of claims that can be made in any one period of insurance.

### Wide professional indemnity cover as standard

We provide Civil liability cover with extensions for:

- Pollution
- Mitigation costs
- Court attendance costs
- Loss of documents
- Disputed fees
- Criminal prosecution defence costs
- Liability from dishonesty of employees
- Liquidated damages
- Libel, slander or defamation
- Misuse of information

### About this document

This document is a summary of the insurance cover provided by the Professional combined insurance. Therefore it does not contain the full terms and conditions of your insurance. You can find these in the policy document. This summary is for information purposes only and does not form part of your insurance contract. A copy of the full policy wording is available on request.

## Features and benefits – Standard cover

### Professional indemnity

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

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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

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**Bodily injury:** Cover for when someone other than you or your employees suffers injury, illness or death. This does not replace or include Public liability insurance

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

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**Breach of service level agreement** within a contract up to £250,000

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**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

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**Criminal defence costs:** Cover for defence costs where you are prosecuted in relation to a matter which could give rise to a claim on this policy

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**Dishonesty of employees:** Cover for your liability arising from loss sustained by your customers and that was caused by a dishonest or fraudulent act or omission by your employees

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**Formal investigation costs:** Defence costs where you are investigated by your professional or regulatory body

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**Liquidated damages** covers your liability to pay liquidated damages following a breach of contract up to £250,000

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**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

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**Misuse of information** covers you for claims and defence costs arising from misuse of confidential information belonging to a client with whom you have a contract

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**Mitigation costs:** Covers you where you take steps to minimise or prevent a claim against you

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**Pollution:** Pollution cover for certain losses

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**Unintentional breach or misuse of confidentiality** or any right to privacy

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**Unintentional infringement of intellectual property rights** including any act of passing off, but not breach of patent

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**Unintentional libel, slander or defamation** covers you for claims and defence costs

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**Unpaid fees:** Cover for unpaid fees where your customer refuses to pay and threatens to counter-claim if you pursue them

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## Features and benefits – Additional covers

### Public liability

#### Cover offered

Legal liability (including claim costs) for accidental injury, damage to material property and nuisance or wrongful arrest for the business activities of permanent employees

For work within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Cover extends to temporary visits elsewhere, by persons ordinarily resident in Great Britain where no manual work is involved

Compensation for court attendance

Contingent motor liability

Indemnity to principals

Data protection cover

Defective Premises Act cover

Legal costs and expenses in connection with manslaughter, corporate manslaughter, corporate homicide or culpable homicide defence

Personal liability whilst anywhere in the world temporarily in connection with the business

Legal costs in respect of an alleged breach of statutory duty under Health and Safety, Consumer Protection or Food Safety legislation

Temporary employees cover

Sudden identifiable and unexpected pollution and contamination

#### Available cover

Flexibility to select between £1million and £5million limit of cover

✓

£250 per day for each day that your attendance is required

✓

✓

£1million in any one period of insurance

✓

£1million in any one period of insurance

The limit of cover will be the same as the standard cover

£1million in any one period of insurance

✓

✓

## Features and benefits – Additional covers *continued*

### Employers' liability

Cover offered	Available cover
Limit of Indemnity A – all incidents except any arising from terrorism	£10million
Limit of Indemnity B – all incidents arising from terrorism	£5million
For work within Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. Cover extends to temporary visits elsewhere, by persons ordinarily resident in Great Britain where no manual work is involved	✓
Compensation for court attendance	£250 per day for each day that your attendance is required
Legal costs and expenses in connection with manslaughter, corporate manslaughter, corporate homicide or culpable homicide defence	£1million any one period of insurance
Indemnity to principals	✓
Legal costs arising in respect of an alleged breach of statutory duty under Health and Safety legislation	£1million any one period of insurance
Temporary employees cover	✓
Injury to working partners	✓
Compensation for unsatisfied court judgements	✓

### Directors' and officers' liability

Legal costs, awards and settlements for any claim or regulatory action brought against any past, present or future director, officer or employee.
Legal costs of representing any director, officer or employee at an official investigation.
£100,000 additional limit for non-indemnifiable loss for each insured person.
Costs of up to £25,000 for <b>rradar</b> legal to investigate any new circumstance.
Costs of up to £100,000 for deprivation of assets.

### Contents – all risks

Cover offered	Available cover
All risks subject to certain exclusions	✓
Applies to office and business equipment including portable electronic equipment belonging to, borrowed or leased by you, your partner, principals, directors or employees and used in connection with the business	Maximum sum insured £25,000
Automatic reinstatement of sum insured	✓
Financial interest cover	✓
Subrogation waiver cover	✓

## Significant or unusual exclusions, conditions and limitations – Professional indemnity section

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.

We will not cover any claim, or circumstances that may lead to a claim, that arise from an act, error or omission that occurred before the retroactive date shown on the policy schedule.

As this document is a summary of the insurance provided, the following is not a list of every exclusion, condition or limitation that applies. You can find details of all the exclusions, conditions and limitations in the policy document.

### Exclusion, condition or limitation

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Asbestos exclusion

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Cyber and data protection law exclusion

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Excludes any claims or circumstances that may lead to a claim if you were aware of them before the start of the period of insurance

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Excludes any employment related claim

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Excludes any fines, penalties or punitive damages identified separately by the court

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Excludes claims brought from or in the United States of America or Canada

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Excludes claims from parties who have a financial or controlling interest in you or who are covered by this policy

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Excludes dishonest or fraudulent act or omission by a director, partner or principal

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Excludes management of financial transactions via the internet, or obscene, blasphemous or pornographic material on the internet

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Excludes the excess shown on the policy schedule for each and every claim

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Financial services exclusion

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Insolvency exclusion

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Onerous contracts exclusion

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Property damage exclusion (unless it arises from a breach of professional duty)

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Recall costs exclusion

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Terrorist act exclusion

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Third party deliverables exclusion

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## Significant or unusual exclusions, condition and limitations – Additional covers

Exclusion, condition or limit	Applicable section(s)
Fines and penalties exclusion	Public liability, Employers' liability and Professional indemnity
Offshore exclusion	Public liability and Employers' liability
Liability excluded where compulsory motor insurance is required	Public liability and Employers' liability
Foreign manual work exclusion	Public liability and Employers' liability
Asbestos liability exclusion	Public liability
Liability assumed by agreement or contract condition exclusion	Public liability
Aircraft and watercraft exclusion	Public liability
Airside exclusion	Public liability
Damage to goods supplied or used and completed works exclusion	Public liability
Design, advice and treatment exclusion	Public liability
Cyber and data exclusion	Public liability
Injury to employees exclusion	Public liability
Exclusion of pollution and contamination unless caused by a sudden and unforeseen incident at a specific time and location	Public liability
Damage to property owned or in your custody or control exclusion	Public liability
Costs of recalling, modifying, disposing of or making refunds for goods or materials supplied or used exclusion	Public liability
Date recognition exclusion (damage caused by the failure of equipment to correctly recognise the correct date)	Contents all risks
Loss or damage due to terrorism exclusion	Contents all risks
Mechanical or electrical breakdown exclusion	Contents all risks
Sonic bangs exclusion	Contents all risks
Theft or attempted theft from an unattended vehicle exclusion	Contents all risks
Loss due to unexplained disappearance or inventory shortage exclusion	Contents all risks
Wear and tear exclusion	Contents all risks

## Significant or unusual exclusions, condition and limitations – Additional covers *continued*

<b>Exclusion, condition or limit</b>	<b>Applicable section(s)</b>
Disease exclusion	Contents all risks
Electrical plant or apparatus exclusion	Contents all risks
Electronic risks exclusion	Contents all risks
Fraud and dishonesty exclusion	Contents all risks
Illegal activities exclusion	Contents all risks
Miscellaneous damage exclusion	Contents all risks
More specific insurance exclusion	Contents all risks
Aircraft or aerial devices exclusion	Contents all risks
Theft exclusion (unless involving entry to or exit from the premises by forcible and violent means)	Contents all risks
Cleaning and restoration exclusion	Contents all risks
Confiscation or detention exclusion	Contents all risks
Arbitration condition	Contents all risks
Average condition	Contents all risks
Reinstatement condition	Contents all risks

## **Policy duration**

This is an annually renewable policy.

## **Applicable law**

You and we can choose the law which 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.

## **Making a complaint**

If you have a complaint about your policy you should contact the agent or AXA office where it was bought.

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.

## **Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim.

Further information about the compensation arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).



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