# PROFESSIONAL LIABILITY INSURANCE - IT COMPANIES

Insurance Product Information Document

Company: Lloyd's Insurance Company S.A.

Product: **Professional Liability Insurance for IT Companies** 

Registration No 682.594.839 RLE (Brussels), registered address Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium the Insurer acts in Czech Republic through CEE Specialty s.r.o., registered address Francouzská 171/28, Vinohrady, 120 00 Prague 2, Id.No.: 079 47 208, registered under C 310327 at the Municipal Court in Prague

This Insurance Product Information Document only provides basic information about the product. The full product information, including a claim procedure, a manner of an insurance indemnification determination, consequences of breaching of obligations and a law applicable are stated in the insurance contract and other documents (in particular, but not exclusively, in insurance terms and conditions).

# What is this type of insurance?

IT Companies Professional Liability Insurance protects the insured from claims for losses caused by the insured to third parties during provision professional IT services.



## What is insured?

- Compensation of claims for damage caused by the insured in the course of professional activity
- ✓ Defence costs related to a claim
- ✓ Breach of confidence and privacy
- ✓ Computer virus transmission
- ✓ Infringement of Intellectual Property Rights
- ✓ Libel and slander
- ✓ Loss of or damage to documents or data

The specific scope of insurance is stated in the insurance policy in which not all the insurance risks mentioned in this document must be always negotiated.



## What is not insured?

- X Loss caused by an activity an Insured is not authorized or licensed for
- X Hidden defects in third-party technology
- ★ Failure of an external Internet or telecommunication services provider
- X Product or technology recall
- X Fines, penalties, punitive, multiple or exemplary damages
- X Intentionally caused loss, embezzlement, crime
- Contractual liability and acceptance or recognition of liabilities beyond legal liability

A complete list of exclusions is mentioned in the insurance policy and in the insurance conditions.



#### Are there any restrictions on cover?

- ! The insurance indemnification is limited by the indemnity limit and sublimits stated in the insurance contract
- ! The insured participates in each insured loss by negotiated deductible

All restrictions on insurance cover are listed in the insurance contract and in insurance conditions.



## Where am I covered?

The insurance covers losses incurred in the territory specified in the insurance contract and which are subject to jurisdictions specified in the insurance contract.



# What are my obligations?

- To answer all questions regarding the insurance risk in a true and fair manner (e.g. in questionnaire)
- To inform the insurer about a change in the insurance risk (including information in the questionnaire)
- To be compliant with legal regulations and safety or technical standards
- Without undue delay notify the insurer of an occurred loss and follow insurer's instructions
- Effectively defend against non-relevant claims

All obligations are stated in the insurance policy, in the insurance conditions and in the Civil Code.



## When and how do I pay?

The insurance contract specifies the date on which the policyholder is obliged to pay the premium and the bank account on which the premium shall be paid. The Insurer does not charge any fees beyond the premium.



#### When does the cover start and end?

The start and end of the insurance cover are stated in the insurance contract. If the insurance is agreed for an indefinite period, it is automatically renewed annually unless it is terminated at least six weeks before the end of the respective annual insurance period.



### How do I cancel the contract?

- The policyholder may terminate the insurance by giving notice that:
  - is delivered to the other contracting party at least six weeks before the end of the Insurance period
  - is delivered to the other contracting party in two months from the conclusion of the Insurance Contract and that has an eight-day notice period
  - is delivered to the other contracting party in three months from the announcement of the occurrence of an insured event and that has a month-long notice period
- The Policyholder has the right to withdraw from the insurance contract without giving any reason within 14 days from the date of its conclusion, if the insurance was concluded in the form of distance selling
- The policyholder has also the right to withdraw from the insurance contract if the insurer has breached the obligation laid down in §2789 of the Civil Code.

The insurance may be also terminated for other reasons stated in the Civil Code and / or in the insurance conditions.