Professional Indemnity
– Technology and Communications
Policy summary

This leaflet provides a summary of the significant features, benefits and limitations of the cover provided by the Zurich Insurance plc Professional Indemnity Technology and Communications policy. The full terms, conditions and exclusions are shown in the policy document. If you want to see full details of the cover, please refer to the policy document.

Type of insurance and cover
This policy provides civil liability cover for incorrect professional advice or services provided by professional firms.

The duration of this non-investment insurance contract is 12 months.

Significant features and benefits
• Completion of a proposal form is not required, a statement of facts will be provided
• Limits of indemnity up to £10 million any one claim
• Worldwide jurisdiction
• Defence costs in addition to the limit of indemnity
• Civil Liability wording which includes:
  – Breach of professional duty
  – Libel and slander
  – Breach of confidentiality
  – Unintentional breach of copyright
  – The consequence of any loss of or damage to business records
  – Bodily injury and property damage
• Cover for innocent non-disclosure
• Court attendance costs, £500 for directors/£250 for employees
• Cover for claims made against you arising from dishonest, fraudulent, criminal or malicious acts by your employees
• Cover for outstanding fees in the event that a pursuance of those fees may result in a counter claim for a greater amount
• Cover for expenses incurred in replacing or restoring lost or damaged records associated with your services or for which you are responsible up to £1,000,000
• Cover for costs of representation at any official examination or inquiry into your affairs up to £25,000
• Cover for costs for any infringement of any copyright vested in you up to £25,000
• Cover for costs in defence of any criminal proceedings up to £1,000,000 with a £2,500 excess
• Cover for the unintentional breach of a written contract to supply software, hardware, firmware, cabling or electronic equipment
• Cover for loss, erasure or corruption of data
• Cover for unintentional infringement of any intellectual property right
• Cover for transmission of malware
• Cover for a third party whom are unable to access your network or services
• Cover for unauthorised access
• Cover for a privacy event
• Automatic cover for acquisitions up to £1,000,000 in turnover
Significant Exclusions or Limitations
• Excludes liability arising from known defamatory statements or publications
• Excludes liability from prior circumstances or claims
• Excludes liability arising from related entities
• Excludes liability arising from contractual liability
• Excludes liability arising from punitive damages or fines
• Excludes liability arising from the delay or non-completion of a contract
• Excludes liability arising from an electromagnetic field, radiation or electromagnetism
• Excludes liability arising from the failure to assess cost
• Excludes liability arising from any recall costs
• Excludes liability arising from unsolicited communication
• Excludes liability arising from the failure to comply with any USA regulation

General exclusions
• Nuclear and war risks

Insurance Act 2015
This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an ‘opt out’ which aims to promote good customer outcomes. We have opted-out of the ‘proportionate reduction of claim remedy’ available to insurers under the Act. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our ‘additional premium approach’ should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

Cancellation rights
This policy does not entitle you to a cooling off period.

Claims
To notify a claim please contact:
Financial Lines Claims Team,
UK Claims Operation,
Zurich Insurance plc
70 Mark Lane, London, EC3R 7NQ
Email: professional&financial.lines.newclaims@uk.zurich.com

Our complaints procedure
We are committed to providing a high level of customer service. If you do not feel we have delivered this, we would welcome the opportunity to put things right for you.

Many concerns can be resolved straight away. Therefore in the first instance, please get in touch with your usual contact at Zurich or your broker or insurance intermediary, as they will generally be able to provide you with a prompt response to your satisfaction. Contact details will be provided on correspondence that we or our representatives have sent you.

If we can resolve your complaint to your satisfaction within the first few days of receipt, we will do so. Otherwise, we will keep you updated with progress and will provide you with our decision as quickly as possible.

If you are not happy with the outcome of your complaint, you may be able to ask the Financial Ombudsman Service to review your case.

We will let you know if we believe the ombudsman service can consider your complaint when we provide you with our decision. The service they provide is free and impartial, but you would need to contact them within 6 months of the date of our decision.

More information about the ombudsman and the type of complaints they can review is available via their website www.financial-ombudsman.org.uk.

You can also contact them as follows:
Post: Financial Ombudsman Service,
Exchange Tower, London, E14 9SR
Telephone: 08000 234567
(free on mobile phones and landlines)
Email: complaint.info@financial-ombudsman.org.uk

If the Financial Ombudsman Service is unable to consider your complaint, you may wish to obtain advice from the Citizens Advice Bureau or seek legal advice.

The Financial Services Compensation Scheme (FSCS)
We are covered by the Financial Services Compensation Scheme (FSCS) which means that you may be entitled to compensation if we are unable to meet our obligations to you. Further information is available on www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100.