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# Professional Indemnity Insurance Product Summary



# IT and Communications – Professional Indemnity Insurance

The core cover of this product meets the demands and needs of IT and Communications Businesses who require cover for claims made against them by customers for professional negligence.

This summary of cover is intended as a guide to give you an idea of the main points of coverage contained in the policy wording. It does not state every provision of the policy wording so we suggest that you read the policy and any additional clauses for the full policy terms and conditions.

Just to let you know our consultants may receive a bonus if you purchase any cover with us

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy.

This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person for whom cover is provided by this insurance.

Update us if there are changes to the information provided.

## Indemnity Limit

The indemnity limit is on an 'any one claim' basis (in other words no restriction as to the number of claims in a year but each claim has a maximum limit). The indemnity limit selected can be found in the Schedule.

## Jurisdiction

Jurisdiction, either:

- as stated in the Schedule, or
- if not stated in the Schedule, then the Jurisdiction is Worldwide but excluding the United States of America (including its territories and/or possessions) and Canada

## Main Exclusions

- Deliberate acts.
- Claims and circumstances known at inception of cover.
- Bodily injury/property damage – unless arising from IT services or deliverables.
- Patents.
- North American exposure, unless agreed.
- Third party defects.
- Recall Costs.

### Summary of cover

- Breach of Contract cover.
- Liquidated damages.
- Breach of professional duty, negligent act, negligent error or omission.
- Unauthorised access to, use of or denial of service attack against the Insureds computer system.
- Transmission of a virus.
- Reputation management.
- Notification costs.
- Costs for prosecuting infringement of the Insured's IP.
- Any form of defamation.
- Infringement of intellectual property
- Disparagement and malicious falsehood.
- Negligent misstatement or negligent misrepresentation.
- Misuse of information.
- Dishonesty of employees.
- Data protection defence costs.
- Irrecoverable fees.
- Indemnity to principals.
- Joint ventures.
- Mergers and acquisitions.
- Sub-contractors.
- Compensation for court attendance.
- Civil liability not included above.

### General Conditions

- Cancellation.
- Dishonest or fraudulent act or omission.
- Fraudulent claims.
- Invalidity.
- Fair Presentation of the Risk.
- Notices.
- Other parties.
- Policy construction and disputes.
- Reasonable steps to avoid Loss.
- Subscribing Insurer.
- Waiver of subrogation against Employees.
- International Sanctions.
- Assignment.
- Change of control.

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DLFB Professional Indemnity Summary (Tech)



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