

Professional Civil Liability Insurance

Insurance product information document

PRODUCT by **HISCOX SA** – Insurance company with registered office at 35 F avenue John F. Kennedy, L-1855 Luxembourg, registered with the Trade and Companies Register of the Grand Duchy of Luxembourg under no. B217018, approved by the Commissariat aux Assurances (CAA) acting in France under the freedom of establishment regime through its branch located at 38 avenue de l'Opéra, 75002 Paris, and registered with the RCS Paris under no. 833 546 989.

LEGAL PROTECTION guaranteed by CFDP ASSURANCES - Insurance company governed by the Code des Assurances and subject to the supervision of the ACPR, registered with the RCS Lyon under no. 958 506 156.

Product: Professional Civil Liability – IT and Digital Sector & Business/Employers' Civil Liability Business Insurance

This information document provides a summary of the main benefits and exclusions of the policy. It does not take into account your specific needs and requests. Full details of this product can be found in the pre-contractual and contractual documentation.

What type of insurance is it?

The IT AND DIGITAL SECTOR policy is a liability insurance policy designed to protect IT professionals against the consequences of errors, mistakes or omissions they may commit in the course of their professional activities. The policy covers the insured's defence costs following a claim, damages following a court decision, settlement payments, contractual penalties in full discharge of liabilities, as well as certain costs incurred by the insured.



What is insured?

Cover is limited to a contractual sum limit that vary according to the amount chosen, which can be up to thirty million euros. The policyholder may have to pay a sum in addition.

COVER PROVIDED SYSTEMATICALLY :

Professional civil liability guarantees is based on all risks cover basis (except in case of formal exclusions mentioned in the policy), and in particular:

- ✓ Contractual breaches
- ✓ Professional negligence
- ✓ Intentional misconduct by employees
- ✓ Disclosure of confidential information
- ✓ Invasion of privacy
- ✓ Infringement of intellectual property rights
- ✓ Unfair competition
- ✓ Defamation and libel
- ✓ Non-conforming or defective products
- ✓ Loss and destruction of goods and documents entrusted to us

Damage cover

- ✓ Loss of documents
- ✓ Website piracy
- ✓ Damage to reputation
- ✓ Cost of replacing a key person
- ✓ Misappropriation of funds by an employee
- ✓ Debt dispute
- ✓ Project costs

OPTIONAL COVER:

Business Liability and Employers' Liability

- Business Liability: damage to third parties, use of vehicles, operation of works council
- Employers' Liability: damage caused to employees, inexcusable fault, intentional fault on the part of employees
- Criminal proceedings against the company or its employees

Business Legal Protection

- Out-of-court settlement
- Support during the legal proceedings
- Monitoring the enforcement of decisions
- Criminal defence
- Additional professional civil liability insurance



What is not insured?

- ✗ Companies with an annual turnover exceeding one billion euros
- ✗ Insurance policyholders located outside the EEA
- ✗ Online comparison websites and search engines
- ✗ Auction platforms / gaming platforms / lottery platforms
- ✗ Crowdfunding platforms/Online banks (Neobanks)/ Cryptocurrencies
- ✗ Payment processors and gateways
- ✗ Embedded technologies (excluding GPS) related to transportation



Are there any restrictions on the cover?

PRINCIPAL EXCLUSIONS:

General Exclusions

- ! Lack of hazard and intentional fault on the part of the insured
- ! Financial penalties
- ! Unlawful economic practices and unfair practices not expressly covered under Professional Liability cover
- ! Spamming
- ! Patents in the United States or Canada
- ! Liability of corporate officers and employment contract disputes
- ! Terrorism, war and natural disasters
- ! Illegal collection and processing of personal data

Professional Civil Liability

- ! Supply of utilities
- ! Commitments contrary to the law

Business Liability and Employers' Liability

- ! Damage to movable and immovable property of teleworking employees
- ! Damage, disappearance or theft of securities, cash, valuables, jewellery and identity documents
- ! Theft between employees

Business Legal Protection

- ! Debt Collection

PRINCIPALS RESTRICTIONS:

- The insured may be required to pay an excess, particularly for standard damage cover.
- The insurer's prior agreement is required to cover defence costs, additional costs, corrective costs and the consequences of an out-of-court settlement with the third-party claimant.



Where am I covered?

- ✓ Worldwide, excluding litigation in the courts of the United States and Canada (or under the law of these countries) for professional liability and comprehensive cyber cover, provided that the policyholder is established within the European Economic Area.
- ✓ Within the limits of the establishments located in France, Andorra and Monaco for business liability and employers' liability cover, and excluding all litigation before the courts of the United States and Canada (or subject to the law of these countries).
- ✓ Worldwide for legal protection cover, provided the insured is established in mainland France, the French overseas departments, Andorra or Monaco.



What are my obligations?

Under penalty of nullity of the insurance contract or non-insurance:

When the contract is taken out

- Declarations must be sincere and true
- The insured must pay the premium indicated in the contract

During the term of the contract

- The insured must inform the insurer of any change in his/her professional activities and/or increase in turnover of more than 20% in the 30 days prior to the expiry of the current insurance period.
- The insured agrees to receive any person mandated by the insurer and to justify the accuracy of his/her declarations using any documents in his/her possession.

In the event of a claim

- The insured must declare any claim likely to involve one of the guarantees within the conditions and time limits stipulated and attach all documents useful for assessing the claim and requested by the insurer.
- The insured must take, at his/her own expense, all necessary measures to avoid or reduce the consequences of the claim.
- The insured must leave the organisation and conduct of his/her legal defence to the insurer and refrain from interfering in any way on pain of forfeiture of cover.



When does the cover start and end?

The contract takes effect on the date indicated in the Special Terms and Conditions. It is concluded for a period of 1 year and is automatically renewed from year to year on its principal expiry date, unless terminated by one of the parties in the cases and under the conditions set out in the contract.

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