



# Policy Summary

Angel Information  
Technology  
Professional Liability  
Insurance



## **Information Technology Professional Liability Policy Summary**

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The following summary does not contain the full terms and conditions of the insurance which can be found in the Insurance Certificate. This summary does not form part of your contract of insurance. You need to keep us informed about any changes in your circumstances, so that, in the event of a claim, you still have adequate and valid insurance cover.

### **Who is the Insurer?**

This insurance is underwritten by AXA XL Insurance Company UK Limited under a facility administered by Angel Risk Management. AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

### **About this Insurance**

This is an Information Technology Professional Liability policy.

### **When and How Do You Pay for Your Insurance?**

For full details of when and how to pay, you should contact your broker.

### **Law and Jurisdiction**

The parties are free to choose the law applicable to the policy. Unless specifically agreed to the contrary the policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Unless otherwise agreed the language of the policy shall be English.

### **Where Are You Covered?**

This insurance offers cover within the United Kingdom, Channel Islands, Island of Man and Member States of the European Union.

### **Policy Duration – When Does Your Cover Start and End?**

This insurance cover is valid within the time, dates and covered jurisdictions stated on the Policy Schedule.

### **What Are Your Obligations?**

- You must tell us as soon as practicably possible if you become aware about any changes in the information you have provided to us which happens before or during any period of insurance.
- When we are notified of a change we will tell you if this affects your policy. For example we may amend the terms of your policy or require you to pay an additional premium. In certain circumstances we may cancel your policy in accordance with the “Cancelling This Insurance” section of the policy document. If you do not inform us about a change it may affect any claim you make or could result in your insurance being invalid.

### Significant Features and Benefits

- Civil Liability
- The insurer shall reimburse the insured for costs, incurred with the insurer's prior written consent, of repair, replacement or reconstitution of, and any settlement, damages, interest and claimant's costs arising from a claim involving any document or data which has been unintentionally destroyed, damaged, lost or mislaid during the period of insurance (and which after diligent search cannot be found) the occurrence of which has been notified during the period of insurance.
- The insurer shall reimburse the insured in respect of any claim first notified by the insured during the period of insurance relating to amounts owed to the insured, including amounts legally owed by the insured to sub-contractors or suppliers, due to the refusal by a client to pay for work undertaken by the insured where such client has reasonable grounds for being dissatisfied with the work and threatens to bring a claim in excess of the amount owed.
- Defence Costs and Expenses
- Payment of Outstanding Fees
- The insurer will pay to or reimburse the insured the cost of attendance at any court, arbitration or adjudication hearing by the insured, including any employee or any other relevant party (but not including expert witnesses) in the event that the legal advisers acting on behalf of the insured require such attendance.
- Legal Representation Costs

Please see the policy wording for the full terms and conditions.

### Significant or Unusual Exclusions or Limitations

- |   |  |
|---|--|
| - Asbestos                                      | - Jurisdiction and Territorial Limits          |
| - Computer Virus                                | - Market Fluctuation                           |
| - Contractual Liability                         | - Nuclear and War                              |
| - Data Protection                               | - Other Insurance                              |
| - Death or Bodily Injury                        | - Radioactive Contamination and Explosive      |
| - Deliberate Acts                               | Nuclear Assembly                               |
| - Employers Liability                           | - Property Damage                              |
| - Fines and Penalties                           | - Recall Costs                                 |
| - Fraud and Dishonesty                          | - Related Companies                            |
| - Goods and Services                            | - Restricted Recovery Rights                   |
| - Insolvency                                    | - Taxation, Competition, Restraint of Trade or |
| - Internet Service, Telecommunications or Other | Anti-trust                                     |
| Utility Provider                                | - Terrorism                                    |
| - Known Claim or Circumstance                   | - Third Party Inherent Defect or Failure       |
| - Joint Venture                                 | - Trading Losses                               |

Please see the wording for the full terms and conditions.



## How Do You Cancel?

### (a) **Cooling-Off**

If you decide that you do not wish to proceed then you can cancel the policy by notifying your broker or insurance advisor within 14 days of either the date you receive your insurance documentation or the start of the policy period whichever is the later. Provided you have not made a claim we will refund the premium and no fee will be charged if the policy is cancelled in the Cooling Off Period.

### (b) **Cancellation by Insured**

You may cancel the policy at any time by notifying your broker or insurance advisor. Any return premium due to you will depend on how long the policy has been in force and whether you have made a claim.

### (c) **Cancellation by Insurer**

We may cancel the policy, provided there is a valid reason for do so, including for example any failure by you to pay the premium by writing to you. Any return premium due to you will depend on how long the policy has been in force and whether you have made a claim.

## How do You Make a Claim?

Claims or circumstances that could give rise to a claim should be notified as follows:

Angel Risk Management Limited  
Ground Floor  
Marlborough House  
Victoria Road South  
Chelmsford  
Essex  
CM1 1LN  
United Kingdom

Telephone Number: +44 (0)1245 343630  
Email: [claims@angelriskmanagement.com](mailto:claims@angelriskmanagement.com)

You will need to quote your Policy number when notifying us.

## How Do You Make A Complaint?

We are dedicated to providing a high quality service and We want to ensure that We maintain this at all times.

If You have any questions or concerns about the policy or the handling of a claim please contact Your broker through whom this policy was arranged.

If you wish to make a complaint you can do so at any time by referring the matter to:

Complaints Department  
XL Catlin Services SE  
20 Gracechurch Street  
London  
EC3V 0BG  
United Kingdom

Telephone Number: +44 (0)20 7743 8487  
Email: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)



XL Catlin Services SE acts on our behalf in the administration of complaints.

If you remain dissatisfied after the complaints department has considered your complaint, or you have not received a final decision within eight (8) weeks, you can refer your complaint to the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR  
United Kingdom

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Telephone Number: **From within the United Kingdom**

0800 0234 567                      calls to this number are free on mobiles and landlines

0300 1239 123                      calls to this number costs no more than calls to 01 and 02 numbers

**From outside the United Kingdom**

+44 (0)20 7964 0500

Fax Number: +44 (0)20 7964 1001

Text Number: 07860 027 586                      Call Back Service

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for AXA XL Insurance Company UK Limited. is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>.

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

We are covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: <http://www.fscs.org.uk/>



## Fair Processing Notice

This Privacy Notice describes how AXA XL Insurance Company UK Limited (together, “we”, “us” or the “Insurer”) collect and use the personal information of insureds, claimants and other parties (“you”) when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: [compliance@axaxl.com](mailto:compliance@axaxl.com).

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <http://axaxl.com/privacy-and-cookies>.



**axaxl.com**

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