Intellectual Property Private Enterprise

Insurance Product Information Document

Company: CFC Europe S.A. **Product: Intellectual Property Private Enterprise**

Date of last review: August 2023

Date of next review: within 12 months of the above date

CFC Europe S.A. is authorised and regulated by the Financial Services and Markets Authority (FSMA). Registered number: 0711818068.

This document is a summary of cover available under the Intellectual Property Private Enterprise product. Complete pre-contractual and contractual information is provided in the full policy documentation. The coverages you have purchased are shown in your policy schedule.

What is this type of insurance?

Intellectual Property.

What is insured?

- Costs for defending infringement claims made against you and the payment of damages, settlements and counterclaims.
- Indemnification if you're contractually obliged to indemnify a third party as a direct result of its infringement or infringement due to your breach of contract.
- Product recall costs as a result of a covered infringement claim made against you, provided you are legally obliged to recall the product.
- Cover for legal costs and expenses for invalidation challenges, trademark oppositions and IP title disputes against you.
- Cover for costs associated to enforce your valid IP rights if a third party infringement has a commercial impact.
- Cover for your loss of profits for 12 months if an injunction is awarded against you.

Additional covers

- Costs for pursuing an infringement claim against a third party, subject to demonstrating reasonable prospects of success.

What is not insured?

- ✗ Any actual or alleged antitrust violation, unfair competition, unfair trade practices, violation of consumer protection laws or deceptive advertising.
- ✗ Circumstances or occurrences known, or ought reasonably to have been known, at the start of your policy
- ✗ Claims arising out of the breach, expiry or termination of a contractual right, licence, permission to use an intellectual property right.
- ✗ Retaliatory claims or actions by a third party against you in response to an infringement claim you have made against that third party.
- ✗ Any breach of an employment contract.
- ✗ Uninsurable fines
- ✗ Wilful or dishonest acts of committed by you.

Are there any restrictions on cover?

- ! We will not cover the amount of the deductible.
- ! We will not pay the coinsurance percentage, which is applicable in every event any claim exceeds the amount of the deductible and which erodes the limit of liability.
- ! Where more than one claim is made by the same company and arises out of identical or substantially similar intellectual property, or a claim arises in more than one jurisdiction from identical or substantially similar intellectual property, then regardless of the legal definition of that intellectual property in the jurisdictions where the claim arises, all of those claims will be deemed to be one claim.
- ! We will not pay more than the limits of liability specified on your policy schedule.

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Where am I covered?

Please check your policy schedule for:

- ✓ Territories in which legal action can be brought against you
- ✓ Jurisdictions in which your business activities are covered

What are my obligations?

- You must provide all information which may be relevant to the cover in a clear and accessible manner and as accurately and completely as possible.
- You must notify us of any circumstance or claim in accordance with the conditions detailed in the policy document.
- You must not admit liability for or settle or make or promise any payment or incur any costs and expenses without our prior written agreement.
- You must maintain all your rights of recovery against any third party and make these available to us where possible.

When and how do I pay?

You must pay the premium no later than 60 days beyond the inception date stated on your policy schedule.

Speak with your insurance broker or advise on how to pay.

When does the cover start and end?

Your cover starts on the inception date stated on your policy schedule and ends on the expiry date stated on the policy schedule.

How do I cancel the contract?

You may cancel the contract by giving us 60 days' written notice.