



# Technical Specifications Information Technology Liability Insurance



**Liberty**  
International  
Underwriters®  
Member of Liberty Mutual Group

## Liberty Offers a Unique Solution for IT Organisations

The ever increasing reliance on technology by business and consumers has driven fantastic growth in the IT sector – but that reliance on technology means the companies that provide it are increasingly vulnerable to legal actions claiming non-performance, failure to deliver and a whole host of other liabilities.

Below is a list of the covers provided by Liberty's **Errors & Omissions Liability (E&O) Policy for IT Organisations**. Liberty's Combined General & Products Liability (CGL) Policy for IT Organisations is also available and provides complementary cover for a range of closely related exposures.

Important: Covers itemised in this document are general subject headings which may not describe key exclusions or qualifications. You must read the policy.

## So What's Covered? Key Features Tailored to the IT Industry

- **Defence Costs Paid in Advance** prior to final resolution of a valid claim
- **Contractual Liability** loss the insured is legally liable to pay under an indemnity and/or hold harmless term of a contract to the extent that such loss results from an act error or omission of the insured
- **Implied Warranties & Conditions** for claims alleging breach of warranty or condition implied in a contract under common law and TPA
- **Limitation of Liability Contracts** the insured's right to claim under our policy will not be prejudiced by commercial contracts and agreements with other parties that limit their liability
- **Statutory Compensation Orders** compensation payable in civil penalty proceedings brought under Australian or New Zealand legislation arising from claims covered under the policy
- **Contractors & Consultants** cover for persons or companies with no more than two employees in respect of IT services or products provided for or on behalf of the named insured
- **Intellectual Property Rights** unintentional breaches excluding North America
- **Breach of Confidentiality** for liability at law for breaches of confidentiality
- **Interference with Privacy** for unlawful interference with privacy
- **Replacing or Restoring Documents** first party cover for replacement and restoration costs

The information in this document is presented by Liberty International Underwriters a trading name of Liberty Mutual Insurance Company ABN 61 086 083 605 Incorporated in Massachusetts, U.S.A. (The liability of members is limited). The information provided here is only a summary of the coverage provided by the policies and should not be relied upon in any way. Nor should it be relied upon as a substitute for the actual policy wordings. Refer to the policy wordings for the complete terms and conditions. This information is accurate as at April 2011.

- **Exemplary & Punitive Damages** the exemplary or punitive damages the insured is legally liable to pay under Australian or New Zealand law arising from claims covered under the policy
- **Loss Mitigation & Rectification (Optional)** direct costs and expenses incurred in taking action to rectify or mitigate the effects of any act, error or omission that would otherwise result in a claim covered under the policy

**Other Extensions Include:**

Defamation	Trade Practices Act	Joint Ventures
Vicarious Liability	Fraud & Dishonesty	New Subsidiaries
Continuous Cover	Extended Policy Period	Inquiry Costs
Reinstatement (Optional)	Spouses, Estates & Representatives	

**Other Conditions & Definitions**

- **Allocation** senior counsel clauses apply to disputes regarding decisions to defend claims and allocation between covered and uncovered matters
- **Change in Control** if a change in control occurs during the policy period, the policy will only provide cover for acts, errors or omissions prior to the effective date of the change in control
- **Severability of Proposal & Non-Imputation** offers protection for innocent insureds
- **Insured** the definition of insured includes subsidiaries which were a subsidiary of the named insured prior to the commencement of the policy period
- **Information Technology Products & Information Technology Services** both expressions are broadly defined which expands the scope of cover and reduces the potential for disputes over whether a claim involves a “service” or a “product”

**Our Capacity**

<b>For IT Organisations</b> Errors & Omissions Liability up to \$25,000,000 capacity	<b>For IT Organisations</b> General & Products Liability up to \$25,000,000 capacity	<b>For IT Projects</b> Errors & Omissions Liability up to \$15,000,000 capacity maximum policy period 72 months maximum project development period 36 months
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