

Intellectual Property Legal Expenses Policy Summary

Some important facts about your Intellectual Property Legal Expenses insurance are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides. When reviewing your policy it should be read in conjunction with your Policy Schedule.

Insurer: Groupama Insurance Company Limited, 6th Floor, One America Square, 17 Crosswall, London, EC3N 2LB

Coverholder: Composite Legal Expenses Limited, Suffolk House, Trade Street, Cardiff CF10 5DT.

Your cover is valid for one year.

Significant Features and Benefits	Significant and unusual exclusions or limitations	Relevant section in the policy document
<p>Legal Expenses Cover</p> <p>This policy covers legal and professional fees, costs and expenses up to the agreed aggregate limit of indemnity and territorial limits (noted in the Schedule), in connection with the pursuit or defence of a claim or legal proceedings in respect of a declared intellectual property right. The Insured selects cover to include one or more of the following Sections:</p> <ol style="list-style-type: none"> 1. Patents The pursuit or defence of any claim or legal proceedings arising from an infringement of a patent, unwarranted threats of patent infringement or an unwarranted allegation that you are infringing any intellectual property right of a third party. 2. Copyright and design. The pursuit or defence of any claim or legal proceedings arising from an infringement of copyright or design, unwarranted threats of infringement of registered design or an unwarranted allegation that you are infringing any intellectual property right of a third party by use of a registered copyright or design. 3. Mark The pursuit or defence of any claim or legal proceedings arising from an infringement of a trade mark, unwarranted threats of infringement of registered trade mark or an unwarranted allegation that you are infringing any intellectual property right of a third party by use of a the mark. 4. Confidential Information The pursuit or defence of any claim or legal proceedings arising from the breach of confidential information relating to intellectual property which has been disclosed and accepted by us. 5. Passing Off The pursuit or defence of any claim or legal proceedings arising from a claim or allegation of passing off by or against you in relation to declared intellectual property rights. 6. Unfair Competition The pursuit or defence of any claim or legal proceedings arising from a claim or allegation of unfair competition by or against you in relation to a Mark. 7. Licence Protection The pursuit or defence of any claim or legal proceedings arising from any dispute in relation to intellectual property rights with respect to a licensee or licensor of intellectual property rights owned by or licensed to you, a copy of which has been supplied to us and accepted for cover by us. 	<p>The policy does not cover:</p> <ul style="list-style-type: none"> • Claims notified outside the Period of Insurance. You must notify us within 30 days of any circumstances that may give rise to a claim. • The defence or pursuit of a claim for: <ol style="list-style-type: none"> (i) personal injury, illness or death; (ii) loss destruction or damage to property; (iii) alleged breaches of any professional duty or any duty owed by Director or officer of the Insured; (iv) libel, slander, trade libel or malicious falsehood. • Any claim or legal proceedings where the Insured is entitled to indemnity under another policy. • Any policy excess, fines or other penalties or award for damages • Any claim or legal proceedings made or brought outside the territorial limits or in respect of any intellectual property or agreement, which has not been declared. • Any claim arising out of the deliberate, conscious or intentional disregard by the Insured to avoid, prevent or mitigate claims. • Any claim arising out of the deliberate, conscious or intentional infringement by the Insured of another party's intellectual property. • Any act, omission or dispute occurring at or prior to inception and which the Insured knew or ought reasonably to have known about. • Any legal expenses incurred as a result of any request or demand by the Insured to conduct the claim in a manner deemed to unreasonable. • Any legal expenses incurred prior to receiving our written Consent. Consent will only be given provided: <ol style="list-style-type: none"> (i) there are reasonable prospects of success (ii) there are reasonable prospects of recovery of damages or other remedy it is reasonable to incur legal expenses when considering for example, the economics of pursuing or defending the case, whether the Insured would adopt the course of action were he not insured, any other means by which the matter may be resolved. (iii) • Any VAT element which is recoverable by the Insured 	<p>Terms and conditions of policy</p>

We hope that you will be happy with your insurance policy. If not, please contact us (or the intermediary or organisation that arranged this insurance on your behalf). If you decide not to proceed with this insurance you should return the Policy Documents within 14 days of receipt.

Providing a claim has not been made and so long as no incidents have arisen that could result in a claim under the policy, we will refund any premium you have paid.

Making a Claim

You must notify Composite Legal Expenses of any circumstance which may give rise to a claim. Notification must be in writing within 30 days of any circumstance, act, alleged act omission, dispute or other event that may give rise to a claim.

We will require your policy reference, your name and address and full details of the type of insured problem you are experiencing

Complaints Procedure

If you are not satisfied with any aspect of this policy or our service, you should write to: The Managing Director Composite Legal Expenses Limited, Suffolk House, Trade Street, Cardiff CF10 5DT.

If your concern or issue cannot be settled you may be entitled to refer it to the Financial Ombudsman Service.

If you wish to put your complaint direct to the insurer, their address is Groupama Insurance Company Limited, 6th Floor, One America Square, 17 Crosswall, London, EC3N 2LB Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if it is unable to meet its obligations. Full details are available from FSCS.

Groupama Insurance Company Limited Registered Number 995253

Registered in England Registered Office: 6th Floor, One America Square, 17 Crosswall, London, EC3N 2LB

www.groupama.co.uk

Member of the Association of British Insurers

Authorised and regulated by the Financial Services Authority