

INTELLECTUAL PROPERTY INSURANCE

Insurance Product Information Document



Company (Insurer): Tokio Marine Kiln – KLN 510

Product: Intellectual Property Infringement Liability Insurance

This document provides a summary of the key information relating to this Intellectual Property Infringement Liability Insurance Policy. Complete pre-contractual and contractual information on the product is provided in the full policy documentation which contains the full terms, conditions, limitations and exclusions, which you should read and check that it meets your requirements. If you have any questions about your coverage or special requirements, please contact your insurance agent or the Coverholder.

What is this type of insurance?

This is an Intellectual Property Infringement Insurance, which provides cover for the professional fees and expenses, damages and settlements in respect of an allegation of infringement of Intellectual Property Rights. This policy has three sections of cover for three types of loss (see What is Insured? below). Cover will only be provided for the sections of cover and type of loss that you select.

	What is insured?		What is not insured?
	<p><u>Up to the sum insured as shown in the schedule for:</u></p> <p>Section A Infringement Defence ✓ Allegations against you for infringing the Intellectual Property of a third party</p> <p>Section B Indemnified Party Defence ✓ Your contractual obligation to indemnify a customer/licensor when they are accused of infringement of third party Intellectual Property arising from their use of your Intellectual Property/products provided under the contract</p> <p>Section C Intellectual Property Rights Protection ✓ Challenges to the title, validity or ownership of your Intellectual Property</p> <p>and any Appeals and/or Counterclaims</p> <p>Insured Loss ✓ Representative Fees & Expenses ✓ Liability ✓ Loss Mitigation</p>		<p><u>The Insurer will not pay any claim where the claim relates to:</u></p> <ul style="list-style-type: none"> ✗ any Insuring Clause (sections) not elected by you and is shown as Not Operative in the Schedule ✗ Standard Essential Patents ✗ an Action brought in the International Trade Commission or the World Trade Organisation ✗ Deliberate or knowing acts of infringement ✗ Pre-existing Matters ✗ Costs incurred without consent or approval (other than Emergency Costs) ✗ Loss of the value of an intellectual property asset ✗ Consequential Loss ✗ Criminal Proceedings ✗ Regulatory Actions ✗ Claims arising in sanctioned territories ✗ Fraudulent Claims



Are there any restrictions on cover?

- ! Specific restrictions may be applied by Endorsement to the Policy and are set out in the Schedule of your Policy Certificate.
- ! No cover outside the Territorial Limits listed in the Schedule of your Policy Certificate.
- ! Time Limitations - Insurers are not liable for any Loss arising out of a notified Circumstance or Licensing Request that does not mature into an Action or Claim for a period of thirty six (36) months following notification.
- ! Mergers and Acquisitions/Change in control are not automatically covered.
- ! Acquired Intellectual Property Rights and their related products are not automatically covered.
- ! Failure to notify or late notification of a claim or circumstance may restrict coverage.



Where am I covered?

- ✓ You are only covered in the territories shown in the Schedule of your Policy Certificate.



What are my obligations?

- It is your duty:
 - to make a fair representation of the risk to be insured under this Policy.
 - to advise us of any material change in the information provided in your application for insurance as soon as is practicable.
 - to defend or bring any legal proceedings under this Policy.
 - to obtain prior consent before any action is taken on a claim.
 - to pay your premium and/or any taxes or fees payable in addition.

Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy.



When and how do I pay?

- Your broker will advise you of the full details of when and the options by which you can pay, but in any event premium to be paid in full to the Insurers within 60 days of inception of this Policy (or, in respect of instalment premium, when due) in the Currency used on the Schedule.



When does the cover start and end?

- The start and end of your Policy is detailed in the Schedule. Our policies are typically 12 months up to a maximum of 18 months.



How do I cancel the contract?

- If you cancel within 14 days of purchase (or on the day you receive the policy documents, if that's later), we'll refund any money paid – providing no claim has been made.
- If you cancel after the 14-day 'cooling off' period, any return premium will depend on how long the policy has been in force and whether there has been a claim.
- To cancel, contact either:
 - your agent who arranged this policy for you; or
 - the Coverholder (contact details below) in writing, by email or by telephone; or
 - the Insurer in writing at: Tokio Marine Kiln, 20 Fenchurch Street, London EC3M 3BY
- Tokio Marine Kiln can cancel this certificate by giving you thirty days' notice in writing.

Coverholder details: Intellectual Property Team, One Underwriting B.V, (UK Branch),
122 Leadenhall Street, London EC3V 4AN, United Kingdom.
Telephone: +44 20 7623 5500
E-Mail: OU.IPUnderwriting@ou.co.uk
