

# Intellectual Property Rights Insurance

## Insurance Product Information Document

**Company:** RiskPoint A/S, registered as an Insurance Intermediary with Finanssivalvonta in Finland, has the authority to establish coverage and to process claims for a number of insurance companies. For further information regarding which insurance company(ies) is used on your particular insurance policy, please address the front page of the quote/policy.

This document contains only the most important information relating to your insurance contract. The insurance policy as well as the insurance conditions attached complete the contractual information.

### What is this type of insurance?

Intellectual Property Rights Insurance applies to the insured's liability for infringement of a third party's intellectual property rights. The insurance covers the insured's liability to compensate the third party's damage and reasonable costs for the insured's defense. The insurance can be extended to include cover for infringement of the policyholder's intellectual property rights.



#### What is insured?

The amount of insurance, as well as certain specific coverages, are agreed individually and set out in the policy.

The insurance applies to claims against the policyholder for damage resulting from:

- ✓ Alleged infringement of third party intellectual property rights by the policyholder through the policyholder's business, products or intellectual property rights.
- ✓ Alleged misuse or unauthorized use of third party trade secrets by the policyholder.
- ✓ Written unfounded threats of infringement of third party intellectual property rights through possession or use of products, intellectual property rights or business activities.
- ✓ Any appeals and/or counterclaims relating to the above.
- ✓ Reasonable and necessary costs for the insured's defense.

The insurance can be extended to cover, inter alia:

- + A party that the policyholder is contractually obliged to indemnify.
- + Infringement of the policyholder's intellectual property rights.
- + Challenging the policyholder's copyright on intellectual property rights.
- + Intra-contractual disputes.



#### What is not insured?

For a complete overview of what is not included in the insurance, please refer to the insurance terms and conditions. Typical exclusions and limitations are listed below.

- ✗ Intra-contractual disputes.
- ✗ Claims based on circumstances reported to the previous insurer or which can otherwise be considered to be known at the time the insurance was taken out.
- ✗ Taxes, fines, fees and non-compensatory damages.
- ✗ Property damage or personal injury.
- ✗ Criminal liability.
- ✗ Intentional damage, such as intentional infringement of third party intellectual property rights.
- ✗ Costs related to the application for registration of intellectual property rights.
- ✗ Internal costs that may be considered normal for maintaining intellectual property rights, such as salaries for management, employees and in-house lawyers.
- ✗ Domain name claims where the policyholder has not used the ICANN or similar solution.
- ✗ Requirements from public authorities based on, for example, competition law, tax law or rulings from the International Trade Commission and the World Trade Organization.



### Are there any restrictions on cover?

- ! The insurance applies to the activities, intellectual property rights and products specified in the insurance policy. Other activities, intellectual property rights or products are therefore not included in the scope of the insurance.
- ! The insurance does not cover claims arising from territories not covered by the insurance.
- ! The insurance does not cover gross negligence or intentional acts.
- ! Some coverages may have a limited amount of insurance than the total amount of insurance of the policy. This is specifically stated in the insurance policy or in the insurance conditions.
- ! Insurance does not apply to claims between group companies or between insured persons.
- ! The insurance does not cover claims to the extent that it is subject to international sanctions.



### Where am I covered?

- ✓ The insurance applies to losses that occur in the Nordic region unless otherwise stated in the insurance policy.



### What are my obligations?

- You must verify the accuracy of the information provided upon receipt of the tender.
- You must inform the insurance company of any changes to the information provided when taking out the insurance.
- In the event of a loss, the policyholder must use reasonable endeavors to limit the loss and report the loss to RiskPoint as soon as possible in accordance with the terms and conditions.



### When and how do I pay?

The premium is due on the effective date of the policy. A premium invoice containing details of the payment period, account details and other information relevant to the payment of the premium will be sent with the policy.



### When does the cover start and end?

The insurance policy specifies the date and time when the insurance takes effect and the date and time when the insurance period ends.



### How do I cancel the contract?

You contact your insurance adviser or [police@rpgroup.com](mailto:police@rpgroup.com) and cancel the policy at the end of the policy period.

