

Professional liability insurance for ICT freelancers and freelance consultants

Certificate conditions

ABPB.23.3.1.1

*This document is a translation of **the original Dutch version**. In case of discrepancies between these conditions and those of the original Dutch version, the Dutch version prevails.*

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1. Basic agreements

These certificate conditions together with the General Terms and Conditions for Group Schemes constitute the conditions of this cover.

Where are you insured? You are insured globally, except for claims to which US or Canadian law applies and/or in respect of which the US or Canadian courts have jurisdiction.

For what amount are you insured? You are insured for an amount up to EUR 1,000,000 per loss event. Per insurance year, we pay out up to EUR 5,000,000 collectively to all insureds under this contract.

2. For what are you insured?

2.1 What is and what is not insured?

After the commencement date of this certificate, there will be cover for your liability when **third parties** incur loss as a result of a professional error on your part. Subject to the conditions of the policy schedule, any special agreements (clauses) and these conditions, and within the insured capacity, this cover provides cover for your extra-contractual, civil-law **liability** for:

- **injury** to persons (**bodily harm**): loss resulting from injury, impairment of health or death of persons, and the ensuing intangible loss or harm.
- **damage to goods** (**tangible harm**): loss resulting from damage, destruction, contamination, soiling or loss of another party's movable and immovable property, and the ensuing intangible loss or harm.
- **Intangible loss or harm** that is not the result of damage to goods or harm to persons. This excludes intangible loss or harm resulting from uncovered or excluded bodily or tangible harm.

You are also insured for **intangible loss or harm** when you are liable because you failed to perform your obligations ensuing from a contract. A condition for cover is that you did not act with due care and that the claim was not the result of improper performance of your obligations.

Important: report circumstances

If there is a situation where you think that you may be held liable for another person's loss, then you must also report this to us. We call this a **circumstance**. If you report a circumstance to us during the term of this cover, then you will have cover when a **claim** arises for loss resulting from that circumstance, even if your cover has already ended.

2.2 How do we assess a reported loss event or circumstance?

We assess claims based on the conditions, **insured amount**(s), clause(s) and/or **excess** applicable on the date on which the claim is filed against you.

Conditions of your cover

The **loss** must be the result of a fault that occurred during the term of this certificate.

You were not aware of this loss or possible loss when you took out this cover.

Someone first designated you as liable between the commencement date and end date of this cover.

The loss event must have been reported to you, us or the insurer within 36 months after the date of the event which resulted in the claim.

In the event of claims ensuing from circumstances reported during the term, the conditions, insured amount(s), clause(s) and/or excess(es) applicable on the date on which the circumstance was or should have been reported to us will apply.

2.2.1 What happens when I am held liable multiple times?

If there are multiple claims against you that are related, then we will consider these claims as one **loss event** if these claims are the result of:

- the same fault;
- an ongoing fault;
- faults with the same cause.

If you report multiple claims, then we will start from the cover that applied on the date on which the first claim was reported and we received that report.

2.3 What happens if you are held liable after the cover has ended?

If the fault from which the liability claim ensues was committed during the term of the cover, but you were not aware of this yet before the end of the cover, then you can rely on this cover up to three years after the date of the event which resulted in the right of claim.

2.4 What situations are not insured (exclusions)?

In certain situations, your liability will never be covered. These situations are described below:

The situation	What do we mean by this?
1. Nuclear reactions	You are not insured for liability for loss in connection with nuclear reactions. This means any nuclear reactions where energy is released, such as nuclear fusion, nuclear fission, artificial and natural radioactivity.
2. Directors and officers liability	You are not insured for liability in connection with or ensuing from loss for which you, as director, officer, supervisor or co-policymaker of a legal entity, are held liable.
3. Special contracts, agreements and/or provisions	<p>You are not insured for liability in connection with or ensuing from any penalty, compensation, indemnity, guarantee or other agreement, unless you were or would have been liable even without that agreement.</p> <p>If you are just as liable without the agreement or contract, then you will be insured.</p> <p>If you are still liable without the agreement or contract, but to a lesser degree, then you will be insured for that reduced liability.</p>

4. Inebriation and similar states	You are not insured for damage or loss which you have caused during inebriation, alcohol intoxication or an equivalent condition resulting from the use of stimulants and narcotics.
5. Non-compliance with laws and regulations, obvious incompetence	You are not insured for liability due to loss which is the foreseeable consequence of: <ul style="list-style-type: none"> - wilful non-compliance with laws, regulations and customs applicable to your activities; or - failures to observe fundamental standards of due care or safety.
6. Embedded software	You are not insured for liability in connection with or resulting from designing, developing, implementing, managing and/or maintaining embedded software, process-technical and/or industry-technical automation.
7. Hardware	You are not insured for liability in connection with or resulting from defective hardware, even if the hardware does not meet the manufacturer's guaranteed specifications.
8. Fees, salary, disbursements and expenses	You are not insured for your own fees, salary, costs paid up front for the client (disbursements) and expenses, if you cannot charge them as a result of an error or if they are recoverable from you.
9. Infringement of competition legislation	You are not insured for any loss event ensuing from an infringement of antitrust legislation and competition-law provisions.
10. Insolvency	You are not insured for any loss event ensuing from your insolvency.
11. Intellectual property rights	You are not insured for liability in connection with or ensuing from deliberate infringements of intellectual property rights and deliberate and accidental infringements of trade secrets and patents.
12. Cash management, payments, cash or cash equivalents	You are not insured for liability in connection with or ensuing from cash management or making payments and/or any form of loss of cash and cash equivalents.
13. Environmental degradation	You are not insured for liability for loss in connection with environmental degradation.
14. Objective liability/objective fault	You are not insured for liability without fault or objective liability.
15. Wars, strikes, etc.	You are not insured for liability for loss resulting from war, whether declared or not, armed international action, civil war, insurrection, riot, military decree, revolution, strike, lockout, terrorism or sabotage.

16. Unfair competition, certain crimes, investments and financial transactions	You are not insured for claims resulting from unfair market practices and/or loss resulting from libel, slander, defamation, abuse of trust, embezzlement, unlawful appropriation, financial transactions or financial management (including money or securities investments) and fee deductions.
17. Redoing work	You are not insured for costs incurred due to or in connection with work that has to be redone in whole or in part. This applies to work carried out by you or by another person under your responsibility. This also applies to work that has been carried out partially or not at all.
18. Deliberate intent	You are not insured for liability for damage or loss that is the intended or certain consequence of an error on your part. When we have had to pay compensation for damage or loss caused by you deliberately, we reserve the right to recover the compensation from you.
19. Personal data outside the EEA	You are not insured for liability in connection with or ensuing from the processing, use and storage of personal data in countries outside the European Economic Area (EEA).
20. Disruption risk	You are not insured for liability in connection with or resulting from the failure or disruption of computer networks or computer systems if it is due to a failure of Public Key Infrastructure (PKI), except if and in so far as you would also have been liable without this failure or disruption.
21. Promising and/or guaranteeing results etc.	You are not insured for liability in connection with or ensuing from promising and/or guaranteeing results, returns, profitability and the like.
22. Property offences	You are not insured for liability in connection with or arising from property offences, for example theft, extortion, blackmail, embezzlement, fraud and forgery.
23. Absence of documentation	You are not insured for loss ensuing from a lack of programming documentation and/or user manuals, making the investigation regarding liability impossible for us.
24. Use of public hotspots	You are not insured for loss ensuing from a defective data transfer through public and freely accessible networks to the extent that the defective data transfer results from intervention/manipulation by third parties during the transfer of the data.
25. Unapproved decisions	You are not insured for loss ensuing from taking decisions in the client's name that fall outside the contractual agreement.
26. Costs due to delay	You are not insured for loss resulting from a delay, non-performance or non-completion of services and liability resulting from a failure to meet deadlines, offers and cost estimates, except when this is the result of an error.

27. Insufficient variables	You are not insured for loss ensuing from the fact that insufficient variables were assigned in computer systems, software, processes or other electronic system fields or data fields as a result of which data are not recognised, processed, sorted, differentiated or interpreted or leap years are not recognised.
28. Non-compliance with claims/orders	You are not insured for loss or legal proceedings arising from any failure to comply with claims brought by or orders imposed by or originating from any regulatory government body or industry-recognised licensing organisation or industry committee. This exclusion does not apply to claims relating to an error you have made.
29. Air travel and space travel risks	You are not insured for loss ensuing from products, or the designs thereof, intended to be integrated into air travel and space travel risks, including navigation software, airport operations (baggage handling), air traffic control and drones.

3. To what are you entitled?

3.1 Compensation for loss.

If you are liable for loss claimed by a third party and the loss falls under this insurance's cover, then we will compensate that loss. We take the insured amount and the excess into account when we compensate loss. The excess amounts to EUR 2,500 per loss event.

3.1.1 The insured amount

We take the insured amount into account when we compensate loss:

- Per loss event, we compensate an amount up to the insured amount specified in your certificate;
- We compensate all claims of all certificate holders within this group contract that fall in one calendar year up to the insured amount per year specified in your certificate.

3.2 What other costs do we compensate?

If you are required to incur costs to prevent or mitigate loss, then these costs may be eligible for compensation. We compensate these costs only if this cover would have covered your liability. Below is an overview of costs that may be eligible for compensation.

Please note!

We do not compensate fines or amounts paid to prevent criminal proceedings.

Costs**Compensation**

1. Costs of a defence	<p>Costs in connection with civil-law claims, lawyers' fees and expert costs, but only if these costs were incurred by us or with our approval or in the context of a conflict of interests for which you are not to blame, insofar as these costs were incurred reasonably.</p> <p>The costs of criminal proceedings are covered as long as no provisions are made for the civil-law interests.</p> <p>Please note: <i>If you represent yourself or you yourself arrange for someone to represent you, those costs are not covered.</i></p>
2. Mitigation costs	<p>If you incur costs to prevent or mitigate imminent risk of damage or loss for which you would have been liable, then we will compensate these costs if the damage or loss would have been covered otherwise, even if damage or loss arose when these measures were taken.</p>
3. Costs of being present at legal proceedings.	<p>We compensate the costs you incur when you are present at legal proceedings, arbitration proceedings or other forms of dispute resolution, with our approval.</p> <p>For each set of proceedings, we compensate up to EUR 200 per day for up to three days that you are present at a hearing. The costs you incur in preparation for the hearing will not be compensated.</p>
4. Reconstruction costs	<p>We compensate the costs incurred with the insurer's prior consent in response to a claim to reconstruct destroyed, damaged or missing documents and other papers, deeds, information carriers or the data thereon, and the like entrusted to you in connection with an assignment, up to a maximum of EUR 25,000 per claim and EUR 250,000 per insurance year. For all certificate holders together.</p>
5. Claims expenses	<p>We compensate claims expenses, such as expert costs, incurred by us or on our instructions.</p>
6. Statutory interest	<p>If you have to pay statutory interest on the claim of the injured party, we will compensate it if you are liable.</p> <p>Please note: <i>If we only compensate part of the damage or loss, then we will only compensate the interest on that part.</i></p>

We compensate these costs (less the excess) when the insured amount is exhausted to EUR 495,787.05. This amount is linked to the development of the consumer price index with the base index figure being that of November 1992, i.e. 113.77 (base 1988=100).

3.3 Compensation by other insurances

You are not insured for liability for loss not covered through another insurance taken out by your or another person, whether that insurance was taken out at an earlier date or not. Nor do we compensate loss that is or would have been covered under the other insurance if the cover had not existed with us.

We do not compensate the excess that applies to the other insurance. A loss event may be covered by multiple insurances. We only compensate the loss not compensated by the other insurer because the loss exceeds the amount covered with that other insurer.

4. How do we determine the loss?

After we have assessed your request for cover, we will send you or your authorised representative a notice stating our decision. The decision may be that:

- we reject your request for cover;
- we will continue to handle the claim.

The loss will be compensated if it satisfies the agreements which we have made with each other for this cover and which are specified in your certificate, the terms and conditions and any special agreements (clauses).

We will decide, possibly following a discussion with you, on:

- whether or not to acknowledge the liability;
- determining the loss;
- whether to reach a settlement before or during proceedings or not;
- conducting a defence against or complying with a claim for compensation;
- possibly defending you in any disciplinary proceedings or criminal proceedings brought against you;
- acquiescing in court or arbitration proceedings.

We determine to whom we will pay the compensation. In most cases, we will pay the compensation directly to the injured party.

5. What do we expect from you in the event of a claim notice?

- You must do what you can to prevent or mitigate damage or loss or further damage or loss.
- You must report the loss event or circumstance to us as soon as reasonably possible.
- You must not make any statements from which an acknowledgement or liability or an obligation to pay compensation can be inferred.
- You must share with us the complete and accurate information/data we need to determine whether you are entitled to cover.
- You must follow our instructions or those of our experts.
- You must fully cooperate during the settlement of the loss and the investigations.
- You must not do anything that harms our interests.
- You must not share any information about a payment or settlement or about whether you are at fault or liable.
- You must notify us as soon as possible if criminal proceedings have been instituted against you. If we want you to be defended by an attorney, we will engage this attorney in consultation with you. You must give this attorney any cooperation they request from you.

If you do not comply with these obligations, your right to cover will lapse.

6. What do we mean by ...?

Mitigation costs	The costs of measures that had to be taken to immediately prevent or mitigate an imminent risk of damage or loss.
Group contract	The contract which we will enter into with Alicia Benefits B.V. This includes the conditions set out in this document, the applicable certificate conditions and any special agreements (clauses).
Third party/parties	Everyone, except the registered freelancer with a valid certificate of cover.
Excess	The amount we do not reimburse but charge you for each claim.
Fault	Negligence, errors, omissions, incorrect advice, negligence and the like committed when you perform work in your capacity. This insured capacity is specified in your certificate. This also includes an error that is for your account according to the law or generally accepted views.
You	“You” refers to the freelancer registered with Alicia Benefits B.V. during the work that is performed for the assignment posted.
Environmental degradation	The release, escape, seeping through, discharge or dumping of a liquid, gas or solid that irritates, contaminates, pollutes or spoils the soil and/or surface or underground water.
Circumstance	A fact or circumstance in which respect there is a serious risk that you will be identified as the liable party. You must be able to show concretely from which error the claim can arise and from whom the claim can be expected.
Loss event	A claim filed in writing against you, us or the insurer for compensation of loss resulting from your fault. All claims for compensation arising from the same cause and/or event will be considered one loss event, in which respect the loss date will be considered the date on which the first claim was filed against you or us in writing.
Insured amount	The maximum amount paid out in the event of a claim. This is specified in your certificate.
Insured capacity	The activities performed by you must fall within the insured capacity. The insured capacity is specified in the certificate.
We	HDI Global Specialty SE, with its registered office at HDI-Platz 1, in 30659 Hannover, Germany, authorised and regulated by the <i>Bundesanstalt für Finanzdienstleistungsaufsicht</i> (BaFin) under number 5178, approved by the National Bank of Belgium (NBB) under NBB number 2931 to perform insurance activities through its Belgian branch office at Tervurenlaan 273/4, in 1150 Brussels, Belgium.