

Claims Examples – I.T. Professionals

The I.T. Professional Liability (E&O) policy provides essential insurance coverage for an industry that faces greater risks than ever before. Below are a few examples that will demonstrate how valuable this coverage is.

A Software Developer is sued for Intellectual Property Infringement

A software company hired a senior programmer from one of their competitors. That programmer develops software at the new firm – however, he uses some code that he had developed at the previous employer. The previous employer sues the Software firm and the individual programmer for intellectual property infringement.

If this software developer had a Premier I.T. Professional (E&O) policy, there may have been coverage for this claim as the policy contains coverage for intellectual property infringement. *

Anti-virus software failure

A network support service was hired by a retailer to install anti-virus software. The software was not installed properly and, as a result, the retailer's computer contracted a virus where all his customers' credit card numbers were accessed by a cyber thief. The retailer lost many regular customers after his reputation was damaged. The retailer filed a claim against the support service for loss of revenue.

If this support service had a Premier I.T. Professional (E&O) policy, there may have been coverage for this claim. *

Lost credit card sales

A software developer customized some software for a retailer to process their credit card sales during the Christmas season. There was an error in the software and the sales could not be processed, resulting in significant loss of revenue. The retailer filed a claim for lost revenue against the software developer.

If this software developer had a Premier I.T. Professional (E&O) policy, there may have been coverage for this claim. *

IT Consultant is sued

An I.T. consultant provided his customers with advice on a computer system. The customer was not satisfied and filed suit against the consultant for wrong and misguided advice. Until the allegations were sorted out, the I.T. consultant incurred significant defense costs.

If the I.T. consultant had a Premier I.T. Professional (E&O), there may have been coverage for the defense. First dollar defence is provided by the Premier I.T. Professional (E&O) policy. *

Failure to deliver the product to specification

A software developer was hired by a chartered general accountant to develop and install a system which would enable him to offer an income tax service to his clients. Despite numerous tests before going live, the system did not operate as promised and, as a result, the accountant was unable to perform this additional service to his clients. The accountant had incurred significant cost in developing this new system and filed a claim against the software developer for what he lost in anticipated revenue for a service he could not provide.

If the software developer had a Premier I.T. Professional (E&O) policy, there may have been coverage for this claim. *

Fraudulent activity against the insured

Warranty claims were being fraudulently being filed on the insured's behalf to a manufacturer who honored the claims. Upon noticing the uptick, the manufacturer confirms the fraudulent activity with the insured and thereafter seeks reimbursement.

If the insured had a Premier I.T. Professional (E&O) policy, there may have been coverage for this claim. *

Products for accessing unpaid media content

Allege insured sold products which allowed the purchaser to access media content without paying for it.

If the insured had a Premier I.T. Professional (E&O) policy, there may have been coverage for this claim. *

Customers data leak

Allege insured did not properly lock down a section of their customer's website and some customers names and addresses were easily accessible by anyone.

If the insured had a Premier I.T. Professional (E&O) policy, there may have been coverage for this claim. *

Copyright Violations

Allege insured has installed copies of software that the insured was not licensed to use. Insured purchased the coverage for intellectual property infringement which includes copyright violations.

If the insured had a Premier I.T. Professional (E&O) policy, there may have been coverage for this claim. *