

Product: Intellectual Property

Manufacturer Information
Product information
<p>Intellectual property insurance helps commercial entities defend against allegations of Intellectual Property (IP) infringement, directly or via contractual indemnities. It can also assist with pursuing parties who are infringing a commercial entities Intellectual Property, or challenges to the rights title or validity of the specified IP.</p> <p>Coverage available includes:</p> <ul style="list-style-type: none"> • Infringement Defence Insurance (covering products, services & processes against claims that the Insured has infringed upon the IP rights of a third party) • Enforcement/Pursuit Insurance (covering the legal fees and expenses incurred when pursuing and infringer of the Insured’s own IP rights) • Invalidation (covering the legal fees and expenses incurred when defending a challenge to the ownership or validity of the Insured’s own IP rights or • Contractual Disputes (covering the enforcement/defence of contractual disputes regarding the IP). <p>Optional Extensions of Cover:</p> <ul style="list-style-type: none"> • IP Financial Loss Insurance (covers the loss of the insured in the event that the insured’s IP rights are revoked, revised or title is lost and/or the insured is enjoined from selling their Goods, Services or utilising processes).
Target market
<p>This product is suitable for the commercial entities; those that do not have any intellectual property and are concerned in respect of alleged infringement allegations in respect of their product and service offering, and also those that have intellectual property to protect. The customer types the product is suitable for is Micro Enterprise, Small Business, Mid and Large Commercial.</p>
Types of customer for whom the product would be unsuitable
<p>This product would not be suitable for individuals or clients seeking to secure cover on a direct basis or without a broker.</p>
Any notable exclusions or circumstances where the product will not respond
<p>Limitations:</p> <ul style="list-style-type: none"> • TMKS will not be liable for any action or circumstance notified but that does not mature into an action or claim following 36 months from the notification. • Actions or circumstances to be reported in writing as soon a reasonably practicable. • Insured to not make and payments, assume any obligations, incur expenses, enter into any settlement without TMKS written consent. • Accurate and complete information supplied to as requested pre-bind and at the time a claim is made. • TMKS has the right to withdraw consent for any action or licensing request. <p>Exclusions include but not limited to:</p> <ul style="list-style-type: none"> • Claims arising outside of the territorial limits. • Any claim between two or more persons named as insured which is made on behalf of or at the request, direction, or assistance of either of those parties.



- Any claim arising out of any circumstance, licensing request or action existing prior to the start of the Policy Period
- Any claim arising from an action or licensing request where the Insured intentionally, recklessly, or willfully acted in disregard of a third party's intellectual property rights
- Any claim arising from an action or licensing request caused or contributed to by the insured's dishonesty, fraudulent, malicious or criminal conduct.

Limits of Liability:

- Stated in the schedule.

Retention Amount

- Stated in the schedule

Other information which may be relevant to distributors

This product is permitted for sale with up to four distributors in the chain e.g.

- Lloyd's Broker;
- a delegated authority arrangement with a coverholder;
- Wholesale broker; and
- Retail/ producing broker.

No further distributors in the chain are permitted without TMKS' approval. Any such approval will include consideration of their impact on product value.

Where Distributor 1 sells this Product via multiple other distributors (via sub-delegation or sub-broking), it is their responsibility to ensure all distributors have been provided this document, have reviewed it and understand the content. If there is any additional remuneration, including commissions, fees or other 'non-standard' remuneration charged to the customer by other distributors, it is the responsibility of Distributor 1 to inform TMK of these details accurately and in full.

This product can be sold with or without advice in line with FCA regulations or local regulations if distributor is not regulated by the FCA.

All distributors are expected to fully understand the eligibility criteria, covers and exclusions of the product. Due to the complex nature of the Product, distributors are expected to bring any complex and non-standard clauses to the attention of the insured.

Sales journeys must identify customer eligibility and ensure that key information and choices to be made are presented to customers in a way that supports a customer through the process of understanding core cover and configuring optional elements of insurance to suit their specific demands and needs.

This product can be sold face to face, via a Third Party Online System, and through email and electronic communication, ensuring customers are provided with sufficient information to make an informed decision regarding the suitability of the product.

Commission & Fees

If there is a coverholder in the chain, they are expected to ensure that maximum commission rates do not exceed those stipulated within the Binding Authority Agreement.

The coverholder is expected to maintain oversight of all broker commissions (where applicable) and, where there may be a risk to product value, remedial action should be taken immediately including notification to Tokio Marine Kiln.

Policy Fees of no more than £250 are permitted for this product only where agreed by TMK.

Brokers are reminded of their own regulatory obligations in relation to remuneration under PROD 4.3.6 as well as the requirements to make all necessary disclosures to the customer.

Where there are any fees charged by any member of the distribution chain these should be:

- commensurate with the service provided by the distribution.
- not have an adverse impact on customer value; and
- distributor should ensure that TMKS is made aware of the fee amount and/ or method of calculation.

How value is assessed

Value is assessed based on a number of metrics, including underwriting, claims and complaints information as well as through broker and coverholder engagement.

Remuneration paid as set out in our agreements with distributors has been considered as part of the value assessment.

If additional add-ons (including premium finance) are sold alongside this product or additional remuneration is charged, this may affect the value for the customer.

Further information on our product approval processes can be obtained on request.

Date Fair Value assessment completed	February 2024
Expected date of next assessment	February 2025