

Professional indemnity insurance for technology companies

Summary of change

Changes to the policy

The following table shows the differences between our new policy wording (6627 WD-PROF-UK-TEC(9)) and our previous policy wording (6627 WD-PROF-UK-TEC(5)).

This is a summary of the changes only. You should refer to your schedule and policy wording for the full description of the cover in place.

Changes to 'what is covered'

Area of cover	Previous policy	New policy	Improvement in cover
Claims against you			
Cover for subsidiaries. Previously, cover was automatically extended to subsidiaries. Cover is now only extended to subsidiaries domiciled in the UK.	Covered	Cover for UK-domiciled subsidiaries only	✗
Advertising claims. We will pay claims arising from your advertising or branding for defamation or infringement of copyright or moral rights. This does not include claims for passing-off, unauthorised use of trademarks or false or misleading advertising. Previously cover was not restricted to defamation or the infringement of copyright or moral rights.	Covered	Amended	✗
Intellectual property infringement. We will now additionally pay claims arising from infringement of patent or misappropriation of a trade secret, unless the claim is brought in the USA or Canada.	Covered	Enhanced	✓
Pre-claims assistance. If you become aware of a potential claim, we will pay your fees, costs and expenses to investigate or monitor the claim. If a claim is subsequently made these fees, costs and expenses will contribute towards the overall limit shown in the schedule.	Not covered	Covered	✓
Your own losses			
Losses from dishonesty. Your losses arising from the dishonesty of your employees, sub-contractors or outsourcers.	Covered	Not covered	✗
Additional cover			
Service credits. When appropriate we will use service credits as a way to fulfil claims payments as full or partial settlement of a covered claim.	Not covered	Covered	✓
Key person cover. We will pay the costs to engage a consultant to manage your response to a covered claim or to fulfil the usual duties of a senior manager or director who is diverted from their usual duties to manage the claim.	Not covered	Covered	✓

Changes to 'what is not covered'

Court attendance compensation. If you have to attend court as a witness in connection with a claim, we will pay you compensation up to the limits shown in the schedule.	Not covered	Covered	✓
Area of cover	Previous policy	New policy	Improvement in cover
Financial Conduct Authority regulated activities. We will not pay claims arising from any activity regulated by the FCA.	Covered	Not covered	✗
Insolvency. We will not pay claims arising from your insolvency or the insolvency of your suppliers.	Not covered	Covered	✓
Third-party defect. We will not pay claims arising from any defect in any software or hardware that is solely caused by a third party, unless recoverable under contract, but we will pay defence costs.	Not covered	Covered	✓
Cyber incidents. We will not pay claims relating to an actual or possible cyber attack, hacker or social engineering communication. This will not apply to claims for the provision of hosting, maintenance, security or web design as part of your business activities. Previously we excluded any virus not specifically targeted at your system.	Covered	Not covered	✗
Computer or digital technology error. We will not pay claims arising from any negligent act, error or omission in the operation or maintenance of computer or digital technology such as development, installation, patching or upgrading. This will not apply to claims arising directly from any computer or digital technology error affecting any computer or digital technology accessed by your client.	Covered	Not covered	✗
Log4j vulnerability. We will not pay claims relating to the log4j vulnerability known as CVE-2021-44228 listed in the National Vulnerability Database operated by the National Institute of Standards and Technology.	Covered	Not covered	✗
Personal data. We will not pay claims relating to personal data. We will pay such claims where they arise from your performance of a business activity and which is not otherwise excluded. Subject to the limit shown in the schedule.	Covered	Not covered	✗
Control of defence. Under the previous wording we had a duty to defend you against any covered claim brought against you. We now have the right but not the obligation to take control of the conduct of the claim including the appointment of legal representation. Please refer to the policy wording for full details.			

Other important changes

Directors and officers' insurance

Summary of change

Changes to the policy

Changes to the cover

The following table shows the differences between our new policy wordings (16010 WD-MLP-UK-AOC-DO(5), 16011 WD-MLP-UK-AOC-DOPLC(4), 16015 WD-MLP-UK-AGG-DO(5), 16016 WD-MLP-UK-AGG-DOPLC(4)) and our previous wordings (16010 WD-MLP-UK-AOC-DO(3), 16011 WD-MLP-UK-AOC-DOPLC(3), 16015 WD-MLP-UK-AGG-DO(3), 16016 WD-MLP-UK-AGG-DOPLC(3)).

This is a summary of the changes only. You should refer to the schedule and policy wording for the full description of the cover in place.

Changes to 'what is covered'

Area of cover	Previous policy	New policy	Improvement in cover
Bodily injury and property damage. Claims for bodily injury or property damage are now only covered where due to a breach of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974.	Covered	Not covered	X
Cyber claims. Previously we covered any claims arising from the misuse of data or computer hardware or software. Your new policy only covers claims by you, any shareholder, creditor or any insured person arising from an insured person's response to, or management of, a cyber incident. We also cover a claim arising from a loss or misuse of data due to a cyber attack, hacker or an insured person's unintentional error but we will not cover defence costs for such claims.	Covered	Cover reduced	X
Cyber and data investigations. Investigations arising from the misuse of data or computer hardware or software.	Covered	Not covered	X

Changes to 'what is not covered'

Area of cover	Previous policy	New policy	Improvement in cover
Cyber incidents. We will not make any payment for claims, costs or expenses arising from cyber incidents, other than claims by you, any shareholder, creditor or any insured person arising from an insured person's response to or management of a cyber incident or claims arising from a loss or misuse of data due to certain cyber incidents.	Covered	Not covered	X

Changes to 'special conditions'

Area of cover	Previous policy	New policy	Improvement in cover
Extended notification period. You or an insured person may request to purchase an extended notification period for up to three years, in certain circumstances.	Right to purchase an extended notification period for up to six years.	Extended notification period only available at our discretion and limited to three years.	X



Changes to 'how much we will pay'

Area of cover	Previous policy	New policy	Improvement in cover
Loss of data resulting from a cyber incident. Under your new policy, cover from loss of data arising from a cyber incident is limited to the limit shown in the schedule.	Full policy limit	Sub-limited	X

Trustees and individual liability insurance

Summary of change

Changes to the policy

Changes to the cover

The following table shows the differences between our new policy wordings (16014 WD-MLP-UK-AOC-TIL(4), 16019 WD-MLP-UK-AGG-TIL(4)) and our previous wordings (16014 WD-MLP-UK-AOC-TIL(2), 16019 WD-MLP-UK-AGG-TIL(2)).

This is a summary of the changes only. You should refer to the schedule and policy wording for the full description of the cover in place.

Changes to 'what is covered'

Area of cover	Previous policy	New policy	Improvement in cover
Bodily injury and property damage. Claims for bodily injury or property damage are now only covered where due to a breach of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974.	Covered	Not covered	✗
Cyber claims. Previously we covered any claims arising from the misuse of data or computer hardware or software. Your new policy only covers claims by you, any shareholder, creditor or any insured person arising from an insured person's response to, or management of, a cyber incident. We also cover a claim arising from a loss or misuse of data due to a cyber attack, hacker or an insured person's unintentional error but we will not cover defence costs for such claims.	Covered	Cover reduced	✗
Cyber and data investigations. Investigations arising from the misuse of data or computer hardware or software.	Covered	Not covered	✗

Changes to 'what is not covered'

Area of cover	Previous policy	New policy	Improvement in cover
Cyber incidents. We will not make any payment for claims, costs or expenses arising from cyber incidents, other than claims by you, any shareholder, creditor or any insured person arising from an insured person's response to or management of a cyber incident or claims arising from a loss or misuse of data due to certain cyber incidents.	Covered	Not covered	✗

Changes to 'special conditions'

Area of cover	Previous policy	New policy	Improvement in cover
Extended notification period. You or an insured person may request to purchase an extended notification period for up to three years, in certain circumstances.	Right to purchase an extended notification period for up to six years.	Extended notification period only available at our discretion and limited to three years.	✗



Changes to 'how much we will pay'

Area of cover	Previous policy	New policy	Improvement in cover
Loss of data resulting from a cyber incident. Under your new policy, cover from loss of data arising from a cyber incident is limited to the limit shown in the schedule.	Full policy limit	Sub-limited	X

Corporate legal liability insurance

Summary of change

Changes to the policy

Changes to the cover

The following table shows the differences between our new policy wordings (16009 WD-MLP-UK-AOC-CLL(4), 16020 WD-MLP-UK-AGG-CLL(4)) and our previous wordings (16009 WD-MLP-UK-AOC-CLL(2), 16020 WD-MLP-UK-AGG-CLL(2)).

This is a summary of the changes only. You should refer to the schedule and policy wording for the full description of the cover in place.

Changes to 'what is covered'

Area of cover	Previous policy	New policy	Improvement in cover
Bodily injury and property damage. Claims for bodily injury or property damage are now only covered where due to a breach of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974.	Covered	Not covered	✗
Cyber claims. Previously we covered any claims arising from the misuse of data or computer hardware or software. Your new policy only covers claims by shareholders or creditors arising from your response to, or management of, a cyber incident.	Covered	Cover reduced	✗
Breach of contract. Previously we covered defence costs for claims for breach of contract where your liability is greater than it would have been without the contract.	Covered	Not covered	✗
Intellectual property. Previously we covered defence costs for claims for infringement of intellectual property.	Covered	Not covered	✗
Cyber and data investigations. Investigations arising from the misuse of data or computer hardware or software.	Covered	Not covered	✗

Changes to 'what is not covered'

Area of cover	Previous policy	New policy	Improvement in cover
Cyber incidents. We will not make any payment for claims, costs or expenses arising from cyber incidents, other than claims by shareholders or creditors arising from your response to, or management of, a cyber incident.	Covered	Not covered	✗
Personal data claims. Claims by data subjects relating to personal data, where such claim arises from a cyber incident.	Covered	Not covered	✗

Changes to 'special conditions'

Area of cover	Previous policy	New policy	Improvement in cover
Extended notification period. You may request to purchase an extended notification period for up to three years, in certain circumstances.	Right to purchase an extended notification period for up	Extended notification period only available at our discretion	✗



to six years.	and limited to three years.
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Professional and legal liability insurance

Summary of change

Changes to the policy

Changes to the cover

The following table shows the differences between our new policy wordings (16018 WD-MLP-UK-AGG-PLL(4), 16013 WD-MLP-UK-AOC-PLL(4)) and our previous wordings 16018 WD-MLP-UK-AGG-PLL(2), 16013 WD-MLP-UK-AOC-PLL(2)).

This is a summary of the changes only. You should refer to the schedule and policy wording for the full description of the cover in place.

Changes to 'what is covered'

Area of cover	Previous policy	New policy	Improvement in cover
Bodily injury and property damage. Claims for bodily injury or property damage are now only covered where due to a breach of the Corporate Manslaughter and Homicide Act 2007 or the Health & Safety at Work etc. Act 1974.	Covered	Not covered	✗
Cyber claims. Previously we covered any claims arising from the misuse of data or computer hardware or software. Your new policy only covers claims by shareholders or creditors arising from your response to, or management of, a cyber incident.	Covered	Cover reduced	✗
Breach of contract. Previously we covered defence costs for claims for breach of contract where your liability is greater than it would have been without the contract.	Covered	Not covered	✗
Intellectual property. Previously we covered defence costs for claims for infringement of intellectual property.	Covered	Not covered	✗
Cyber and data investigations. Investigations arising from the misuse of data or computer hardware or software.	Covered	Not covered	✗

Changes to 'what is not covered'

Area of cover	Previous policy	New policy	Improvement in cover
Cyber incidents. We will not make any payment for claims, costs or expenses arising from cyber incidents, other than claims by shareholders or creditors arising from your response to, or management of, a cyber incident.	Covered	Not covered	✗
Personal data claims. Claims by data subjects relating to personal data, where such claim arises from a cyber incident or in the performance of your business activities.	Covered	Not covered	✗

Changes to 'special conditions'

Area of cover	Previous policy	New policy	Improvement in cover
Extended notification period. You may request to purchase an extended	Right to purchase an extended	Extended notification period only	✗



notification period for up to three years,
in certain circumstances.

notification
period for up
to six years.

available at
our discretion
and limited to
three years.

Employment practices liability insurance

Summary of change

Changes to the policy

Changes to the cover

The following table shows the differences between our new policy wordings (16017 WD-MLP-UK-AGG-EPL(5), 16012 WD-MLP-UK-AOC-EPL(5)) and our previous wordings (16017 WD-MLP-UK-AGG-EPL(2), 16012 WD-MLP-UK-AOC-EPL(2)).

This is a summary of the changes only. You should refer to the schedule and policy wording for the full description of the cover in place.

Changes to 'what is not covered'

Area of cover	Previous policy	New policy	Improvement in cover
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Cyber incidents. We will not make any payment for claims arising from cyber incidents.

Covered

Not covered

✗

Changes to 'special conditions'

Area of cover	Previous policy	New policy	Improvement in cover
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Extended notification period. You or an insured person may request to purchase an extended notification period for up to three years, in certain circumstances.

Right to purchase an extended notification period for up to six years.

Extended notification period only available at our discretion and limited to three years.

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