

Professional indemnity for technology companies

Summary of change

Changes to the policy

The following table shows the key differences between our new policy wording (22413 WD-PROF-UK-TEC(2)) and our previous wording (22413 WD-PROF-UK-TEC(1)).

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
Artificial intelligence. We have included specific cover in respect of claims made against you by a client arising from the use of artificial intelligence (including generative AI) as part of your business activity for a client.	Not specifically covered	Specifically covered	✓
Network security liability. We have included specific cover for claims by a client due to you creating a vulnerability which has led to a cyber attack or hacker affecting computer systems belonging to you or your client. The previous policy included some limited cover in this respect, but only where such claim arose due to your provision of hosting, maintenance or web design.	Covered	Enhanced	✓
Payments towards rectification or mitigation. The policy now provides cover in respect of your costs to rectify or mitigate an error, provided that doing so would likely prevent or reduce any future claim.	Not covered	Covered	✓
Payments towards outstanding fees. We will cover outstanding fees due to you from a client, provided that a claim can be avoided by not seeking recovery of such fees.	Not covered	Covered	✓
Claims against additional insureds. If an entity contractually requires you to note them as an additional insured on your policy, we will cover claims brought against such entity provided that liability arises due to your act, error or omission.	Not covered	Covered	✓
Overseas support staff. Cover is now provided in respect of claims brought against you due to an act, error or omission by an overseas support staff or entity undertaking work under your direction and control.	Not covered	Covered	✓
Area of cover	Previous policy	New policy	Improvement in cover
Insufficient resources. The policy previously excluded claims due to insufficient finance or logistical resources to complete a project. That exclusion has been removed.	Not covered	Covered	✓

Changes to 'what is not covered'

Other important changes

Additional changes to 'what is covered': We have made some important changes to the wording in order to add new insuring clauses to make it clear that cover is provided in respect of items 1 to 3 below. Previously, any cover provided in this respect was referenced in an exclusion.

1. **Network interruption liability;**
2. **Personal data claims;**
3. **Injury and property damage.**

Green technology: Our wording now makes it clear that technology designed to minimise environmental impact or promote sustainability is included within our definition of computer and digital technology for the purposes of the cover provided in the policy.

Waiver of subrogation. We will not pursue a recovery against a client of yours to the extent that you agreed to indemnify such client by virtue of a contract entered into prior to the date on which the circumstance giving rise to the claim or loss arose.

Additional exclusions. We have added an exclusion in respect of PFAS. We have also added an exclusion in respect of claims arising from the unauthorised monitoring, tracking or profiling of personal data or in respect of claims connected to breach of US or Canadian law relating to the disclosure of information regarding the rental, sale or access to audio visual materials.

Public and products liability

Summary of change

Changes to the policy

The following table shows the key differences between our new policy wording (16166 WD-PROF-UK-PPL(3)) and our previous policy wordings (16166 WD-PROF-UK-PPL(2), 16168 WD-TEC-UK-PPL(2) and 16171 WD-REC-UK-PPL(2)).

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
Representation costs (replaces Criminal proceedings costs). At our discretion, we will now pay reasonable costs to defend you in respect of regulatory actions, professional disciplinary proceedings or coroners' inquests. Previously, we only covered criminal proceedings costs. We have increased the limit for this cover to £250,000.	Covered	Amended	✓

Changes to 'what is not covered'

Area of cover	Previous policy	New policy	Improvement in cover
Confidential corporate information. We will not pay claims arising from any misuse, unauthorised disclosure, dissemination or improper use of corporate confidential information or any other sensitive information.	Covered	Not covered	✗
Cyber incident. This exclusion now includes social engineering communications.	Covered	Not covered	✗
Your products. This exclusion now includes products: <ul style="list-style-type: none"> designed for medical purposes which are permanently implanted into the human body; classed as cigarettes, cigars or vapes or which contain tobacco or nicotine. 	Covered	Not covered	✗
Opioids. We will not pay claims arising from any opioid or product derived from or containing opium or opiates.	Covered	Not covered	✗
Perfluoroalkyl and polyfluoroalkyl substances. We will not pay claims arising from perfluoroalkyl or polyfluoroalkyl substances.	Covered	Not covered	✗

Other important changes

We have added standard exclusions for:

- the operation, maintenance or construction of railways and aircraft;
- confiscation;
- civil commotion, including strikes and industrial action.

Please check the policy wording and contact us if you have any concerns.

We have moved some covers which used to form part of the policy wording to endorsements on your policy schedule, as these covers are only relevant to certain customers. For example:

- Addition of cover: placed personnel.
- Addition of cover: inefficacy.

If we provided you with this cover previously then your cover is unchanged. Endorsements can be found in your policy schedule.

We have also made various language and layout changes to this section of your policy to make it clearer, and it may look different to your previous policy. However, the important changes are explained above.

Employers' liability

Summary of change

Changes to the policy

The following table shows the key differences between our new policy wording 16164 WD-PROF-UK-EL(3) and our previous policy wordings 16164 WD-PROF-UK-EL(2), 16165 WD-REC-UK-EL(2) and 16374 WD-NFP-UK-EL(2).

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
Republic of Ireland employees. Under the previous policy, we did not extend cover to your employees who usually live in the Republic of Ireland. We have now included them within our definition of Employee.	Not covered	Covered	✓
Representation costs (replaces criminal proceedings costs). At our discretion, we will now pay reasonable costs to defend you in respect of regulatory actions, professional disciplinary proceedings or coroners' inquests. Previously, we only covered criminal proceedings costs. We have increased the limit for this cover to £250,000.	Partially covered	Covered	✓
War and nuclear. Under the previous policy, we provided cover up to the full section limit. We have now limited cover for war and nuclear risks to £5,000,000.	£10,000,000	£5,000,000	✗

Changes to 'what is not covered'

Area of cover	Previous policy	New policy	Improvement in cover
Fines and penalties. We will not pay any fines, contractual penalties, punitive or exemplary damages, or compensation ordered or awarded by a criminal court.	Covered	Not covered	✗

Other important information

We now explicitly state that we cover persons working for you in connection with your activities in the United Kingdom for a continuous period of at least 14 consecutive days.

We have also made various language and layout changes to this section of your policy to make it clearer, and it may look different to your previous policy. However, the important changes are explained above.

Directors and officers' liability insurance

Summary of change

Changes to the policy

The following table shows the key differences between our new policy wordings (22937 WD-MLP-UK-DO(1) and 22938 WD-MLP-UK-DOPLC(1)) and our previous wording (16010 WD-MLP-UK-AOC-DO(5), 16015 WD-MLP-UK-AGG-DO(5), 16011 WD-MLP-UK-AOC-DOPLC(4) and 16016 WD-MLP-UK-AGG-DOPLC(4)).

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
Claims against an insured person			

Claim mitigation costs. We will pay costs to prevent or minimise the likelihood or impact of a covered or potentially covered claim under this section.

Not covered

Covered



Changes to 'what is not covered'

Area of cover	Previous policy	New policy	Improvement in cover
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Pension or employee benefit schemes. Previously, we only excluded defined benefit pension schemes and covered an insured persons operation or administration of any pension or employee benefit scheme or trust fund of yours. Now, we will not pay for claims arising from any pension of employee benefit schemes.

Partially covered

Not covered



Cyber incidents. Previously, we excluded cyber attacks, hackers, unintentional error and social engineering. We have amended the exclusion and replaced unintentional error with any computer or digital technology error.

Previously excluded

Amended



The cyber incidents exclusion does not apply for otherwise covered cyber incidents.

Non-fiat currencies and ICO. We will not pay claims or investigations arising out of any non-fiat currency including any coin offering or any other form of fundraising in respect of any new currency.

Covered

Not covered



Other important changes

Limits that apply to your cover. Previously we had two policy wordings, one for cover given on (a) an each and every claim or loss basis; and (b) one for cover given on an aggregate basis. We have now combined these wordings together and highlighted within your policy wording where (a) or (b) apply differently. It is important you check your policy schedule carefully to see which basis of cover applies to each of your policy limits for this section and whether the limits include or exclude defence costs. Please also read the How much we will pay section of your policy wording carefully.

Changes to What is not covered. We have added standard exclusions to the policy wording for:

- failure of service from an internet, telecommunications, utility or other infrastructure provider;
- terrorism, civil commotion, war or nuclear risks;
- opioids.

Extended notification period. We now offer one, three and six year extended notification periods, with improved premium rates for each period. See below amended percentages of the annual premium for this section:

- One-year period – now 100% (previously 200%)
- Three-year period – now 175% (previously two-year period at 300%)
- Six-year period – now 250% (previously three-year period at 400%)

Cancellation. Previously, the cancellation condition within the general terms and conditions did not apply to this section until the end of the period of insurance or the anniversary date, whichever comes first. Now, the condition does apply with minor amendments for this section.

Subsidiaries. We have clarified our position in respect of subsidiaries and acquired entities.

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.

Excess. The standard excess applying to your policy may have changed. Please check the schedule.

Endorsements. Dependent on your business activities, new endorsements now apply to some customers policies. Please check the schedule for full details of the endorsements applied to the policy.

Corporate legal liability insurance

Summary of change

Changes to the policy

The following table shows the key differences between our new policy wording (22940 WD-MLP-UK-CLL(1)) and our previous wording (16009 WD-MLP-UK-AOC-CLL(4) and 16020 WD-MLP-UK-AGG-CLL(4)).

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
Claims against an insured person			
Claim mitigation costs. We will pay costs to prevent or minimise the likelihood or impact of a covered or potentially covered claim under this section.	Not covered	Covered	✓

Changes to 'what is not covered'

Area of cover	Previous policy	New policy	Improvement in cover
Pension or employee benefit schemes. Previously, we only excluded defined benefit pension schemes and failure to fund pension and employee benefit schemes, and covered an insured persons operation or administration of any pension or employee benefit scheme or trust fund of yours. Now, we will not pay for claims arising from any pension of employee benefit schemes.	Partially covered	Not covered	✗
Medical services. We will not pay claims arising from the provision of or failure to provide any medical services in the treatment of care of any person.	Covered	Not covered	✗
Breach of professional duty. We have clarified the exclusion for professional duties or services. Now, we will not pay for legal representation costs or any insurable civil fines or penalties associated with an investigation resulting from a claim.	Partially covered	Not covered	✗
Cyber incidents. Previously, we excluded cyber attacks, hackers, unintentional error and social engineering. We have amended the exclusion and replaced unintentional error with any computer or digital technology error. The cyber incidents exclusion does not apply for otherwise covered cyber incidents.	Previously excluded	Amended	✗
Non-fiat currencies and ICO. We will not pay claims or investigations arising out of any non-fiat currency including any coin offering or any	Covered	Not covered	✗

other form of fundraising in respect of any new currency.

Other important changes

Limits that apply to your cover. Previously we had two policy wordings, one for cover given on (a) an each and every claim or loss basis; and (b) one for cover given on an aggregate basis. We have now combined these wordings together and highlighted within your policy wording where (a) or (b) apply differently. It is important you check your policy schedule carefully to see which basis of cover applies to each of your policy limits for this section and whether the limits include or exclude defence costs. Please also read the How much we will pay section of your policy wording carefully.

Changes to What is not covered. We have added standard exclusions to the policy wording for:

- failure of service from an internet, telecommunications, utility or other infrastructure provider;
- personal data claims;
- terrorism, civil commotion, war or nuclear risks;
- opioids.

Extended notification period. We now offer one, three and six year extended notification periods, with improved premium rates for each period. See below amended percentages of the annual premium for this section:

- One-year period – now 100% (previously 200%)
- Three-year period – now 175% (previously two-year period at 300%)
- Six-year period – now 250% (previously three-year period at 400%)

Subsidiaries. We have clarified our position in respect of subsidiaries and acquired entities.

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.

Excess. The standard excess applying to your policy may have changed. Please check the schedule.

Endorsements. Dependent on your business activities, new endorsements now apply to some customers policies. Please check the schedule for full details of the endorsements applied to the policy.

Employment practices liability insurance

Summary of change

Changes to the policy

The following table shows the key differences between our new policy wording (22942 WD-MLP-UK-EPL(1)) and our previous wording (16012 WD-MLP-UK-AOC-EPL(5) and 16017 WD-MLP-UK-AGG-EPL(5)).

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
Trade Unions, collective and bargaining consultations. In addition to the existing exclusions, we will also not pay for your failure to collectively consult any relevant parties in connection with redundancies or failure to consult under the Transfer of Undertakings (Protection of Employment Regulations 2006.	Covered	Not covered	X
Minimum wage legislation. We will not pay for your non-compliance with any minimum wage, overtime or other wage and hours legislation or regulations.	Covered	Not covered	X
Cyber incidents. Previously, we excluded cyber attacks, hackers, unintentional error and social engineering. We have amended the exclusion and replaced unintentional error with any computer or digital technology error.	Previously excluded	Amended	X
Non-fiat currencies and ICO. We will not pay claims or investigations arising out of any non-fiat currency including any coin offering or any other form of fundraising in respect of any new currency.	Covered	Not covered	X

Other important changes

Limits that apply to your cover. Previously we had two policy wordings, one for cover given on (a) an each and every claim or loss basis; and (b) one for cover given on an aggregate basis. We have now combined these wordings together and highlighted within your policy wording where (a) or (b) apply differently. It is important you check your policy schedule carefully to see which basis of cover applies to each of your policy limits for this section and whether the limits include or exclude defence costs. Please also read the How much we will pay section of your policy wording carefully.

Changes to What is not covered. We have added standard exclusions for:

- failure of service from an internet, telecommunications, utility or other infrastructure provider;
- terrorism, civil commotion, war or nuclear risks;
- opioids.

Extended notification period. We now offer one, three and six year extended notification periods, with improved premium rates for each period. See below amended percentages of the annual premium for this section:

- One-year period – now 100% (previously 200%)
- Three-year period – now 175% (previously two-year period at 300%)
- Six-year period – now 250% (previously three-year period at 400%)

Subsidiaries. We have clarified our position in respect of subsidiaries and acquired entities.

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.

Cyber and data insurance

Summary of change

Changes to the policy

The following table shows the key differences between our new policy wording (19029 WD-PIP-UK-CCLEAR(6)) and our previous policy wordings (19029 WD-PIP-UK-CCLEAR(4)) and 19029 WD-PIP-UK-CCLEAR(5)).

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
Cyber business interruption. We will cover your losses should you have to shut down your computer system in order to avoid or mitigate an interruption to your business. Please check your schedule to see if Cyber business interruption has been selected.	Not covered	Covered	✓
Cyber business interruption. We will pay your losses arising from customers terminating or not renewing their contract as a consequence of a covered interruption to your business. Subject to Cyber business interruption cover based upon your loss of income and increased costs of working and/or additional increased costs of working having been selected. Please check your schedule.	Not covered	Covered	✓
Network security liability. If a third party brings a covered claim against you we will make payments into a consumer redress fund.	Not covered	Covered	✓
Additional covers			
Criminal reward fund. We will, at our discretion, pay a reward for information that leads to the conviction of those responsible for causing the loss to your business.	Not covered	Covered	✓

Changes to 'what is not covered'

Area of cover	Previous policy	New policy	Improvement in cover
Biometric and genetic information. We do not pay claims arising from a breach of any US or Canadian law relating to the processing, storage or use of biometric or genetic information.	Covered	Not covered	✗

Other important changes

We have made various language and layout changes to this section of your policy to make it clearer, particularly in respect of **How much we will pay**. Therefore, in some respects, the policy may look different to your previous policy. However, the important changes are explained above.