

Marsh Commercial management liability portfolio

Summary of change

Introduction

This document has been created to help you understand the key changes to your Marsh Commercial management liability insurance policy and how they may impact you.

We are updating all of our existing customers to the latest version of our products, ensuring that both new and existing customers have our most up-to-date policy documents and wordings. You must take time to read this document carefully along with your schedule and policy wording for the full description of the cover in place.

Your updated policy continues to offer professional, tailored insurance to protect you and give you peace of mind. If you have a query not covered by this document, or if you have any questions or concerns about your policy you should contact Marsh Commercial

Please review the terms and condition of your policy carefully.

Section 1 – Changes to the directors and officers’ section of the policy

Changes to ‘special definitions’

Area of cover	Previous policy	New policy	Improvement in cover
Outside entity. Previously included any entity unless registered or domiciled in the USA or Canada. Now it doesn’t include any entity registered or domiciled outside the UK, Channel Islands, Isle of man or Gibraltar.	Covered	Cover restricted	✗
Subsidiary. Previously unrestricted registration or domiciliation. Now it is restricted to any entity registered or domiciled within the UK, Channel Islands, Isle of man or Gibraltar.	Covered	Cover restricted	✗

Changes to ‘what is covered’

Area of cover	Previous policy	New policy	Improvement in cover
Bodily injury and property damage. Previously included cover for claims brought by any party other those for or on behalf of the injured party, or the person responsible for the property. Now this coverage has been restricted to defence costs only.	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	✗
Claims mitigation costs. Previously not covered. Now cover included for fees, costs and expenses incurred to prevent or minimise the likelihood of a claim against you.	Not covered	Covered	✓

Changes to 'what is not covered'

Area of cover	Previous policy	New policy	Improvement in cover
Motor vehicles. Previously excluded if arising out of the use, ownership or possession. Now excluded if arising directly or indirectly out of the use, ownership or possession.	Excluded	Clarified exclusion	N/A
Cyber incidents. Previously not excluded. Now we exclude 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

Section 2 – Changes to the corporate legal liability section of the policy

Changes to 'special definitions'

Area of cover	Previous policy	New policy	Improvement in cover
Outside entity. Previously included any entity unless registered or domiciled in the USA or Canada. Now it doesn't include any entity registered or domiciled outside the UK, Channel Islands, Isle of man or Gibraltar.	Not included	Included	X
Subsidiary. Previously unrestricted registration or domiciliation. Now it is restricted to any entity registered or domiciled within the UK, Channel Islands, Isle of man or Gibraltar	Not included	Included	X

Changes to 'what is covered'

Area of cover	Previous policy	New policy	Improvement in cover
Bodily injury and property damage. Previously included cover for claims brought by any party other those for or on behalf of the injured party, or the person responsible for the property. Now this coverage has been restricted to defence costs only.	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 shareholders or creditors arising from your response to, or management of, a cyber incident.	Covered	Cover reduced	X
Breach of contract. Previously defence costs covered for breach of contract. Now we require a reasonable prospect of successfully defending the claim.	Covered	Restricted	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
Motor vehicles. Previously excluded if arising out of the use, ownership or possession. Now excluded if arising directly or indirectly out of the use, ownership or possession.	Excluded	Clarified exclusion	N/A
Intentional breach of contract. Previously not excluded. Now intentional breach of contract is excluded.	Not excluded	Excluded	X
Customer claims. Previously breach of professional duty excluded. Now excludes the claims for a breach of duty to you customer.	Not excluded	Excluded	X
Cyber incidents. Previously not excluded. Now we exclude 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

Section 3 – Changes to the employment practices liability section of the policy

Changes to 'special definitions'

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

Changes to 'special definitions'

Area of cover	Previous policy	New policy	Improvement in cover
Outside entity. Previously included any entity unless registered or domiciled in the USA or Canada. Now it doesn't include any entity registered or domiciled outside the UK, Channel Islands, Isle of man or Gibraltar.	Not included	Included	X
Subsidiary. Previously unrestricted registration or domiciliation. Now it is restricted to any entity registered or domiciled within the UK, Channel Islands, Isle of man or Gibraltar.	Not included	Included	X