

Important information: changes to your policy

Introduction

We are updating our policy wordings to explicitly state where cover is provided for cyber claims and losses and for personal data and to ensure that our policies are clear where such claims and losses are excluded. Previously, the existing language in some policies had the effect of either covering or excluding cyber claims, without making explicit reference to cyber specific language. This situation is commonly referred to as ‘silent cyber’.

To make our policies clearer, we have added some specific cyber definitions together with other changes, which could include additional language under what is covered, what is not covered or how much we will pay, depending upon the changes we are making. You will find the full details of the amendments to the cover for your policy in the endorsements shown in your policy schedule.

In this Important information document, we have set out an overview of the key changes we have made to all of our policies to help you understand how these changes may affect your insurance policy. In some cases, not all of the changes highlighted in this document will be relevant to your particular wording, so please do check your endorsements carefully, to see what changes have been made to your policy.

You should also check your policy schedule carefully for details of any other endorsements that may apply which are additional to those cyber changes highlighted in this document.

If you have a query not covered by this document, or if you have any questions or concerns about your policy, you should contact us or, if you have one, your broker.

Frequently asked questions

What changes have been made to my policy?

In many cases, whilst we have applied clauses to amend our policy wordings to make the cover for cyber claims and losses clearer, there is no change to the cover actually provided. In other cases, we have made changes to the cover provided under the policy. This is usually to ensure that cyber claims and losses are covered under the most appropriate policy offering.

What do I do if my policy no longer covers cyber claims or losses?

Where we have removed cover for cyber claims or losses from our policy, equivalent (or more extensive) cover may be available from a more suitable policy. This may be our CyberClear policy, which has been specifically designed to provide extensive cover for cyber claims and losses. To find out more about such cover, please speak to us or, if you have one, to your broker.

Summary of the changes made to your cover (please check the policy schedule for the covers applicable to your policy)

Cover	Description of changes (please see the clause shown in the policy schedule for full details)	
Directors and officers' insurance,	Cyber incidents	Where you may have had cover for cyber incidents previously your new policy covers claims arising from your response to such an issue.
Trustees legal liability insurance	Loss of data resulting from a cyber incident	Additionally, we will pay claims against insured persons based on the loss or misuse of data due to a cyber incident, including claims brought by data subjects. This is subject to a limit of £250,000. However, we do not cover defence costs for such claims.
	Cyber exclusion	A new cyber exclusion has been applied: We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, social engineering communication, or any claim by a data subject relating to personal data arising from such item or event. This does not apply to claims covered under the specific cover for loss of data from a cyber incident or where the claim is brought by a shareholder

		or creditor directly due to the insured person's management of or response to the incident.
Corporate legal liability insurance	Personal data claims	We will not make any payment for claims by data subjects relating to personal data, where such claim arises from a cyber incident.
	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, social engineering communication, or any claim by a data subject relating to personal data arising from such item or event.</p> <p>This does not apply to claims brought by a shareholder or creditor directly due to the insured person's management of or response to the incident.</p>
Employment practices liability insurance	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology or social engineering communication.</p>
Professional and legal liability insurance	Personal data claims	<p>A new personal data claims exclusion has been applied:</p> <p>We will not cover any claim brought by a data subject arising from the processing, acquisition, destruction, loss, alteration, disclosure, use of or access to personal data and which arises:</p> <ul style="list-style-type: none"> • from your breach of duty to that data subject; and • in the performance of your business activities.
	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not cover any claim, loss or investigation arising out of a cyber attack, hacker, unintentional error in any computer or digital technology, social engineering communication, or any claim by a data subject relating to personal data arising from such item or event.</p> <p>This does not apply to claims brought by a shareholder or creditor directly due to the insured person's management of or response to the incident.</p>
Employers' liability	Cyber claims	<p>We have clarified the cover already included:</p> <p>We will pay claims, that are otherwise covered, arising from a cyber attack, hack or other computer or cyber-related incident. Previously the policy was silent on this cover.</p>
Public and products liability	Cyber incidents	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from cyber attack, hacker, social engineering communication or computer or digital technology error.</p>
Medical malpractice	Dishonesty of your employees	We have removed cover for your own losses arising from dishonesty.
	Cyber incident	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.</p>
	Computer or digital technology error	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from any computer or digital technology error.</p>
	Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
	Personal data claims	<p>A new exclusion has been applied:</p> <p>We will not pay claims relating to personal data. We will pay such claims where they arise from your performance of a business activity</p>

		and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule.
Property – buildings	Cyber exclusions	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from damage to computer or digital technology caused by cyber attack or hacker, including any loss of function of other computer or digital technology connected to the item effected. We will pay claims for otherwise covered damage resulting from a cyber attack or hacker.</p> <p>We will not pay claims caused by computer or digital technology error.</p> <p>We will not pay claims for the reconstitution of data or the value to you of any lost or distorted records or data.</p> <p>We will not pay claims arising from your parting with title, possession or rights to property prior to receiving payment.</p>
Property – business interruption	What is covered: Cyber attack and hacker damage	We have removed any cover for cyber attack and hacker damage if it was previously included in your business interruption policy. Please refer to the policy wording for last year for full details of whether you had this cover previously.
	Cyber exclusions	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from cyber attack, hacker or error to any computer or digital technology including any fear of threat of such an incident. We will not pay any costs to control, prevent, suppress or respond to such an incident.</p> <p>This exclusion does not apply to the cover for financial losses arising from insured damage.</p>
Property – contents	Lock replacement	Cover has been amended to exclude claims arising from the unauthorised modification of any digital or electronic locks.
Property – contents, portable equipment, technical equipment	Cyber exclusions	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from damage to computer or digital technology caused by cyber attack or hacker, including any loss of function of other computer or digital technology connected to the item effected. We will pay claims for otherwise covered damage resulting from a cyber attack or hacker.</p> <p>We will not pay claims caused by computer or digital technology error.</p> <p>We will not pay claims for the reconstitution of data or the value to you of any lost or distorted records or data.</p> <p>We will not pay claims arising from your parting with title, possession or rights to property prior to receiving payment.</p>
Property – contract works	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from damage to computer or digital technology caused by cyber attack or hacker, including any loss of function of other computer or digital technology connected to the item effected. We will pay claims for otherwise covered damage resulting from a cyber attack or hacker.</p> <p>We will not pay claims caused by computer or digital technology error.</p> <p>We will not pay claims for the reconstitution of data or the value to you of any lost or distorted records or data.</p> <p>We will not pay claims arising from your parting with title, possession or rights to property prior to receiving payment.</p>
Property – equipment breakdown	Cyber exclusion	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from cyber attack, hacker or failure of electronic equipment to correctly recognise, process or store any data.</p>
Personal accident	Cyber incidents	A new cyber exclusion has been applied:

		We will not pay any claims for any accidental bodily injury or illness arising from cyber attack, hacker, computer or digital technology error including action taken to control, prevent, suppress or respond to such an incident. We will not pay claims arising from the fear or threat of a cyber attack or hacker.
	Mental anguish and distress	A new exclusion has been applied: We will not make any payment for any injury or illness resulting from mental anguish or distress.
Travel	Cyber incidents	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack, hacker, computer or digital technology error or social engineering communication, including any fear or threat of such an incident.
Professional indemnity – designers, estate agents, coaching training and education, green consultants, health and safety consultants, managing consultants, recruitment consultants, professional indemnity	Transmission of a virus	We have removed cover for negligent transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees, sub-contractors or outsourcers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Cyber incident	We have removed the previous exclusion for hacker and applied a wider cyber exclusion. We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error.
	Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data other than arising from a business activity and which is not excluded elsewhere in the policy. The most we will pay is as set out in the relevant endorsement on your schedule.
	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – accountants, architects, design and construct, consulting engineers, insurance brokers and intermediaries	Transmission of a virus	We have removed cover for negligent transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees, sub-contractors or outsourcers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Cyber incident	We have removed the previous exclusion for hacker and applied a wider cyber exclusion. We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.

Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error.
Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data other than arising from a business activity and which is not excluded elsewhere in the policy. The most we will pay is as set out in the relevant endorsement on your schedule.

Professional indemnity – chartered accountants, chartered surveyors

These policies are subject to minimum terms and conditions as set out in the approved minimum wordings of your chartered body. If the changes we have made to your policy mean that you would get less favourable cover under your policy than you would under the approved minimum wording, we will cover you on the same terms as the minimum wording. This would apply if, for example, an exclusion we have added to your policy is wider than an equivalent exclusion in the approved minimum wording. If that happens, we will apply the more favourable exclusion in the minimum wording.

Transmission of a virus	We have removed cover for negligent transmission of a computer virus or denial of service attack.
Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees, sub-contractors or outsourcers.
Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
Cyber incident	We have removed the previous exclusion for hacker and applied a wider cyber exclusion. We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error.
Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider.
Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data other than arising from a business activity and which is not excluded elsewhere in the policy.

Professional indemnity – technology companies, information technology

Transmission of a virus	We have removed any cover previously provided for negligent transmission of a computer virus or denial of service attack.
Losses from dishonesty	We have removed cover for your own losses arising from dishonesty.
Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
Cyber incident	Any previous cyber exclusions have been removed and the following cyber exclusion has been applied: We will not pay claims arising from cyber attack, hacker or social engineering communication including any fear or threat of such an

		incident or any action taken to control, prevent, suppress or respond to such an incident. This exclusion for cyber attacks or hacker will not apply to claims arising directly out of your provision of hosting, maintenance, security or web design that fall within your performance of business activities for that client.
	Computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any computer or digital technology error. 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.
	Infrastructure provider	We will not pay claims arising from the failure of a service provided by an internet, telecommunications, utilities or other infrastructure provider. This will not apply to the extent you provide those services as part of your business activities.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims arising from the performance of a business activity for the client which is not excluded elsewhere in the policy. The most we will pay is as set out in the relevant endorsement on your schedule.
	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – for marketing, advertising and communications companies	Transmission of a virus	We have removed cover for transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees or self-employed freelancers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Bodily injury	We have amended the exclusion for bodily injury: We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.
	Tangible property	We have amended the cover for your own losses arising from damage to property: We will not pay claims arising from damage to tangible property other than where necessary for the performance of your business activity and lost damaged or destroyed in your possession.
	Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers.
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Social engineering communication	A new cyber exclusion has been applied: We will not pay claims arising from any social engineering communication.

Computer or digital technology error	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from any computer or digital technology error. We will pay such claims where they arise from your act, error or omission in the performance of a business activity for a client and which is not otherwise excluded.</p>	
Personal data claims	<p>A new exclusion has been applied:</p> <p>We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity for a client and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule. We will also pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.</p>	
Control of defence	<p>We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.</p>	
Professional indemnity – digital marketing companies	Transmission of a virus	We have removed cover for transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees or self-employed freelancers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents to any tangible document which is necessary for the performance of your business. Previously cover included the loss of your own data.
	Bodily injury	<p>We have amended the exclusion for bodily injury:</p> <p>We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.</p>
Tangible property	<p>We have amended the cover for your own losses arising from damage to property:</p> <p>We will not pay claims arising from damage to tangible property other than where necessary for the performance of your business activity and lost damaged or destroyed in your possession.</p>	
Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers.	
Cyber incident	<p>A new cyber exclusion has been applied:</p> <p>We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.</p> <p>We will not pay claims arising from any social engineering communication or computer or digital technology error.</p>	
Personal data claims	<p>A new exclusion has been applied:</p> <p>We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity for a client and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule. We will also pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.</p>	

	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – commercial film producers, commercial film production companies	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees or self-employed freelancers.
	Bodily injury	We have amended the exclusion for bodily injury: We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.
	Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Social engineering communication or computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any social engineering communication or computer or digital technology error.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity for a client and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule. We will also pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.
	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – multimedia (broadcasters and publishers)	Transmission of a virus	We have removed cover for transmission of a computer virus or denial of service attack.
	Losses from dishonesty	We have removed cover for your own losses arising from dishonesty of your employees or self-employed freelancers.
	Loss of documents	We have amended the cover for your own losses arising from the loss of documents: We will pay the costs to replace or restore any tangible document which is necessary for the performance of your business activity. We will not pay claims arising from damage to electronic data.
	Bodily injury	We have amended the exclusion for bodily injury: We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.
	Tangible property	We have amended the cover for your own losses arising from damage to property:

		We will not pay claims arising from damage to tangible property other than where necessary for the performance of your business activity and lost damaged or destroyed in your possession.
	Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers.
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Social engineering communication or computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any social engineering communication or computer or digital technology error.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.
	Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
Professional indemnity – for photographers	Transmission of a virus	We have removed cover for transmission of a computer virus or denial of service attack.
	Bodily injury	We have amended the exclusion for bodily injury: We will not pay claims arising from any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone. We will pay such claims where they arise from damages for mental anguish or distress where such damages arise from a covered claim for defamation, breach of privacy, negligent publication or negligent broadcast in media content.
	Tangible property	We have amended the cover for your own losses arising from damage to property: We will not pay claims arising from damage to tangible property other than where necessary for the performance of your business activity and lost damaged or destroyed in your possession.
	Infrastructure providers	We will not pay claims arising from the failure of the service provided by internet, telecommunications, utilities or other infrastructure providers.
	Personal data claims	A new exclusion has been applied: We will not pay claims arising from the processing, acquisition, storage, damage, loss, alteration, disclosure, use of or access to personal data. We will pay such claims where they arise from your performance of a business activity for a client and which is not otherwise excluded. The most we will pay is as set out in the relevant endorsement on your schedule. We will also pay such claims where they arise from a breach of duty of confidentiality or invasion of privacy arising out of media content.
	Cyber incident	A new cyber exclusion has been applied: We will not pay claims arising from cyber attack or hacker including any fear or threat of such an incident or any action taken to control, prevent, suppress or respond to such an incident.
	Social engineering communication or computer or digital technology error	A new cyber exclusion has been applied: We will not pay claims arising from any social engineering communication or computer or digital technology error.



Control of defence	We have the right but no obligation to take control of and conduct of the claim. Previously we had a duty to defend you as long as there were reasonable prospects of successfully defending. Please see the clause in the schedule for full details.
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