



Key facts

Technology products combined

Professional liability, Products liability (financial loss), Entity Defence, Directors' and Officers' Liability, Fidelity, Employment Law Protection and Cyber and Data Risks covers are on a 'claims made' basis which provides cover for claims **which are made and notified to us during the Period of Insurance**

Cover

Public Liability/Products Liability

Public liability

Covers your legal liability for injury to any person (other than employees) and/or loss or damage to property; libel, slander or defamation; wrongful arrest etc; trespass or nuisance, violation of privacy; arising from your business and occurring during the period of insurance.

Products liability

Covers your legal liability for injury and/or loss or damage to property arising from your Technology Products.

Claims against you must be brought within specific jurisdictions as stated in the policy schedule.

The limit of indemnity under the public liability section applies to each claim; the total amount payable in the period of insurance is unlimited.

The limit of indemnity under the products liability section applies to each claim and in total for the period of insurance.

An excess will apply to all claims.

Principal extensions under this section include:

- Legal costs and expenses in defending any criminal proceedings brought for a breach of the Health and Safety at Work Act (maximum £500,000 inclusive of limit)
- Consumer Protection Act and Food Safety Act defence costs cover.
- Defective Premises Act cover
- Overseas personal liability cover
- Data Protection Act cover

And, in respect of products liability

- Vendors extension
- Product demonstration advice or training

Professional Liability and Products Liability (financial loss) ('claims made' basis)

Covers your legal liability for any civil liability* arising from your Technology Services or Technology Products in connection with your business (provided these have been declared to and accepted by us).

The limit of indemnity applies to each claim (including costs and expenses) and in total for the period of insurance.

Covers your legal liability for any wrongful act or omission resulting in financial damage arising from your Technology Products

Cover is provided for unintentional breach of copyright, trademark or registered design (up to a maximum of £1,000,000) subject to the claim being made within the United Kingdom.

Claims against you must be brought within specific jurisdictions as stated in the policy schedule.

The limit of indemnity applies to each claim and in total for the period of insurance.

An excess will apply to all claims.

Principal extensions under this section include:

- Vendors extension
- Mitigation costs
- Outstanding invoices
- Indemnity to principals

**N.B. a civil liability is any liability you may incur other than a criminal one. It therefore includes, amongst others negligence and contractual liability. Cover for Technology Products excludes your legal liability for injury and/or loss or damage to property.*



Key facts

Technology products combined

Employers liability

Covers your legal liability for up to £10,000,000 to employees injured whilst in your employment.

The limit of indemnity (including costs) applies to each claim.

The total amount payable in the period of insurance is unlimited.

No excess applies.

Principal extensions under this section:

- Legal costs and expenses in defending any criminal proceedings brought for a breach of the Health and Safety at Work Act (maximum £500,000 inclusive of limit).

Claims against you must be brought in the United Kingdom

Entity defence ('claims made' basis)

Public relations crisis management

Covers the entity's costs in using public relations specialist to deal with adverse press, publicity or media attention within the United Kingdom following:

- Allegations of fraud
- Serious injury to employees or members of the public
- Dismissal or resignation of members of your main board of directors
- Official investigations into your affairs

Where there is a risk to your business as a consequence of such attention (maximum £25,000 which is inclusive of the limit of indemnity).

Identity fraud

Covers the entity's legal costs and expenses in establishing that someone (other than a director, officer or employee) has fraudulently entered into an agreement with a third party by representing themselves as the entity. Provided the misrepresentation is in connection with the entity's business and is made within the United Kingdom.

Investigations

Covers the entity's legal costs and expenses in respect of an official investigation (other than by HM Revenue & Customs) within the United Kingdom.

Corporate manslaughter

Covers the entity's legal costs and expenses in defending prosecutions brought under the Corporate Manslaughter and Corporate Homicide Act 2007.

Breach of contract

Covers the entity's legal costs and expenses in defending a claim within the United Kingdom alleging breach of contract for goods or services provided to a customer.

Pollution

Covers the entity's legal costs and expenses in defending a claim within the United Kingdom alleging that a director, officer or employee has committed a wrongful act which results in pollution.

Taxation

Covers the legal costs and expenses in our negotiating on behalf of the entity following a tax investigation (including PAYE and VAT) by HM Revenue and Customs and/or in an appeal.

Data protection

Covers the entity's legal costs and expenses in defending a claim following a breach or alleged breach of the Data Protection Act and/or in an appeal.

The limit of indemnity applies in total for the period of insurance.

An excess of £1000 applies to the Investigations cover

Directors' and officers' liability ('claims made' basis)

Covers:

- Your legal liability as a director or officer of the company.
- Your legal costs and expenses in respect of:



Key facts

Technology products combined

- Any investigations
- The defence of any legal action seeking your disqualification as a director
- Extradition proceedings (including appeals)

N.B. When the company indemnifies you as above, either as required by law or in accordance with its Memorandum or Articles of Association, trust deed etc, then the cover extends to reimburse the company accordingly

In addition cover includes:

Public relations crisis management

Covering your costs in using public relations specialist to deal with adverse press, publicity or media attention within the United Kingdom following:

- The allegation that you have committed a wrongful act
- Your successful defence of an allegation of a wrongful act

Where there is a risk to your livelihood as a consequence of such attention (maximum £25,000 which is in addition to the limit of indemnity).

Non-executive directors

An additional 10% of the limit of indemnity available to cover costs and expenses of non-executive directors if all available indemnity is exhausted.

Emergency costs and expenses

Retrospective approval of costs and expenses incurred if you are unable to reasonably obtain our prior written consent (up to a maximum of 10% of the limit of indemnity).

The limit of indemnity applies to each claim (including costs and expenses) and in total for the period of insurance.

No excess applies (other than in respect of company reimbursement where the claim is brought in the USA).

Claims against you must be brought within specific jurisdictions as stated in the policy schedule.

Employment law protection (optional) (not available in Northern Ireland)

Covers your legal liability following an employment dispute.

In addition your legal costs and expenses are covered in respect of attendance at any employment or health and safety investigations.

Wide definition of 'employee' to include anyone deemed by an Employment Tribunal or the Employment Appeals Tribunal to be an employee.

Claims against you must be brought within England, Wales or Scotland.

The limit of indemnity applies to each claim (including costs and expenses) and in total for the period of insurance.

An excess will apply to all claims with a minimum excess of £10,000 in relation to TUPE

Property Damage

Covers your buildings and contents against accidental damage (including theft) on a reinstatement basis (i.e. 'new for old'). (Reinstatement basis does not apply to stock) Contents sum insured automatically includes £500 personal effects per employee (including volunteers under your direct control), visitor etc and £500 in respect of theft of wines, spirits and tobacco (not for sale).

Cover is subject to a £500 excess. (£1,000 for subsidence)

Principal extensions under this section include:

- professional fees.
- automatic cover for new buildings/extensions, new office



Key facts

Technology products combined

- contents and increases in value due to inflation for:
 - up to 25% of the buildings sum insured or £50,000
 - whichever is the least, and/or
 - up to 15% of the contents and/or stock sum insured or £10,000 whichever is the least
- debris removal and stock debris removal
- automatic inclusion of interested parties.
- replacement of locks following theft of keys (for up to £2,500 (lower excess of £25 applies))
- public authorities and European Union legislation clause. incidental theft damage to buildings (for up to £5,000).
- additional metered utility charges (for up to £5,000)
- trace and access (for up to £5,000)
- damage to your property at an exhibition (for up to £5,000 or £1,000 any one item)
- fire extinguishment expenses (for up to £5,000)
- glass and shop fronts (for up to £2,500)
- theft of oil (for up to £5,000)
- theft of metal (for up to £5,000)
- subsidence (an increased excess of £1,000 applies)
- condemnation of stock and research property (for an amount up to £5,000)
- loss of documents (for up to £10,000)
- reinstatement of data (for up to £5,000)
- property awaiting installation (for up to £25,000)

Business Interruption

Covers your loss of revenue, gross profit, rent receivable, research and development expenditure, research and development payments and/or increase in cost of working and/or additional cost of working for an agreed period due to interruption in your business following

damage which is insured, or would have been insured if you were responsible for insurance under the property damage section

Cover is provided on a declaration linked basis (Research and Development Payments and Expenditure excepted)

Cover is also available on a flexible first loss basis and for book debts

No excess applies to this section.

Principal extensions under this section include:

- condemnation of stock and research and development property (for up to £5,000)
- contractual commitments (for up to £25,000)
- denial of access (for up to £25,000, higher limits available)
- customers and suppliers premises (for up to £25,000, higher limits available)
- public utilities (for up to £25,000, higher limits available)
- restrictions imposed on premises (for up to £25,000, higher limits available)

Extended Perils (applies to both property damage and business interruption)

- controlled environment deviation (for up to £25,000, higher limits available)
- contamination event (for up to £25,000, higher limits available)
- machinery breakdown (for up to £25,000, higher limits available)
- computer breakdown (for up to £25,000, higher limits available)
- computer security (for up to £25,000, higher limits available)

an aggregate limit of £125,000 applies per period of insurance (higher aggregate limits are available)

Specified All Risks

Covers specified items against accidental loss or damage for agreed limits on a reinstatement basis of settlement (i.e. 'new for old'). Cover is subject to a £100 excess.



Key facts

Technology products combined

Money and Personal Assault

Covers loss of money within the United Kingdom for fixed limits up to a maximum of £250,000 for non-negotiable money (crossed cheques, credit card vouchers etc) and £5000 for negotiable money depending on the nature of the loss.

Cover is subject to a £100 excess.

If you, members of your family or employees (including volunteers under your direct control) or members of their family are injured during a robbery or attempted robbery we will pay you either £10,000 or £100 per week for 104 weeks depending on the nature of their injury.

Transit

Covers damage to your property whilst in transit by any means anywhere within the United Kingdom

Cover is subject to a £500 excess.

Fidelity

Covers:

Loss of money or goods arising from the dishonest or fraudulent acts of employees

Loss of property or funds through computer fraud or fraudulent transfer instructions by third parties (other than employees)

The limit applies to each claim and in total for the period of insurance.

An excess will apply to all claims.

Cyber and data risks

Covers you for:

Data loss

- Covers costs reasonably incurred by you in the 90 days following your first discovery of a data breach*
 - to contain, recover and assess the data breach
 - comply with any UK requirements to establish credit monitoring, identity theft or similar mitigation services
 - comply with any UK requirements to notify third parties (or employees) of any

data breach (and, where there is no requirement, to notify such persons where this will mitigate or avoid a loss under the data liability section of the policy)

Data liability

Covers your legal liability for damages and costs following a data breach

Cyber loss

Covers costs reasonably incurred by you

- to restore, replace, rebuild or reinstate your computers

following a hacking incident or denial of service attack that are specifically targeted at you to contain, mitigate or pay a ransom demand from a third party who threatens to initiate or continue a data breach against you

Cyber liability

Covers your legal liability for damages and costs following:

- your negligent transmission of a computer virus a hacking incident or denial of service attack that are specifically targeted at you
- libel, slander, defamation or unintentional infringement of intellectual property rights occasioned through your website or other online mediums

Network Interruption

Covers your reduction in net profit during the 7 days following a hacking incident or denial of service attack that are specifically targeted at you.

Claims against you must be brought within the UK.

Your business must be conducted within the UK (other than temporary visits abroad).

At your request cover extends to certain other persons.

A limit applies to all losses in total for the period of insurance.

An excess will apply to all losses other than under network interruption.



Key facts

Technology products combined

Under network interruption we do not cover your reduction in net profit during the first 24 hours after you discover the hacking incident or denial of service attack.

*NB under the data loss cover the data that is the subject of the data breach must either reside on your computers or (if non-electronic) be held by you. In respect of all other sections of cover such data must reside or be held anywhere.

Principal extensions under this section include:

- Costs incurred with our agreement in using public relations specialists to deal with adverse press, publicity or media attention following a hacking incident or denial of service attack that is specifically targeted at you or any event which could result in a loss under the policy (maximum £25,000 or the indemnity limit whichever is the least)
- Regulatory investigations and fines – legal cost incurred with our agreement for representation at any investigation or proceedings by the UK Information Commissioner's Office – any fines levied against you due to a breach of PCI Data Security Standard following a hacking incident or denial of service attack that is specifically targeted at you (maximum £100,000 or the indemnity limit whichever is the least)

Principal exclusions

All insuring clauses

- Fines and penalties
- Non aggregation
- Confiscation (not applicable to 'directors and officers liability')
- Mould
- Sanctions

Public Liability/Products Liability

- Financial damage unaccompanied by injury
- Damage to your property

- Pollution
- Certain contractual liabilities
- Circumstances known at inception (not applicable to public liability)
- Asbestos
- Consortia and joint venture
- Tobacco and e-cigarettes

Professional Liability and Liability (Financial loss)

- Certain intellectual property rights
- Injury and property damage
- Pollution
- Penalties and liquidated damages
- Certain contractual liabilities
- Financial interest
- Unreasonable expectations of fulfilment
- Insolvency
- Trading losses
- Funding
- Libel and slander
- Asbestos
- Circumstances known at inception
- Asbestos
- Consortia and joint venture
- Retroactive date
- Tobacco and e-cigarettes

Entity defence

- Crisis occurring, identity fraud discovered, investigations or proceedings instigated, claims or appeals made subsequent to your takeover or merger.
- Breach of contract:
- Where the entity (or its parent or ultimate holding company) is a 'quango' or where the Government/government agency is a major shareholder



Key facts

Technology products combined

- Infringement of copyright, patent etc or any other intellectual property rights
- Breach of secrecy or confidentiality agreements
- Licence or franchise agreements
- Involving an Employment Wrongful Act
- Involving ownership, use etc of motor, vehicles, aircraft, watercraft, land or buildings
- Tenancy or letting of property
- Insurance contracts
- Modified or bespoke software/hardware systems
- Amounts less than £5000
- Taxation
- Aspect enquiries
- Tax avoidance schemes
- Failure to register for VAT
- Tax investigations by Special Civil Investigations or Civil Investigation of Fraud Units of HM Revenue & Customs
- Alleged dishonesty or alleged criminal offences
- Judicial reviews

Employment law protection

- Your dishonest or fraudulent conduct
- Your wanton, wilful, reckless or intentional disregard of employment legislation
- Where you voluntarily assume liability*
- Disputes following your takeover, merger or liquidation
- Your failure to adapt premises or working methods to meet the needs of a disabled person
- Remuneration, redundancy and benefits you have a legal obligation to pay
- Cost of compliance with any injunctive or non-pecuniary relief
- Disputes between assureds

- *N.B. This does not refer to your obligations under the TUPE regulations as these are not voluntarily assumed

Directors' and officers' liability

- Employment disputes (but only if the company is an unincorporated body)
- Prior and pending litigation
- Admitted or proven dishonest, fraudulent or malicious conduct*
- Pollution* (other than in respect of environmental proceedings)
- Bodily injury/property damage*
- Acting as a trustee of a pension scheme
- Claims following your takeover or merger
- Professional duties to third parties*
- Any claim made against you
- By an associated company*
- By the company or your fellow directors and officers in the USA*

However, we will pay your legal costs and expenses in defending the claim.

*N.B. exclusion not applicable where the claim is brought by a shareholder due solely to any loss in value of the company's share capital.

Fidelity

- Unexplained shortages
- Certain dishonest and malicious acts

Cyber and data risks

- Betterment
- Certain dishonest and malicious acts
- Contractual liability
- Responsibility for the acts of other parties in any consortia or joint ventures
- Circumstances known at inception
- Claims made against you by anyone having a financial interest in your business



Key facts

Technology products combined

- Trading losses (other than under network interruption)
- Infringement of patent
- Electromagnetic, electrical or mechanical radiation, failures, disturbances and the like
- Insufficient IT infrastructure capacity
- Use of unproven or illegal software

Principal conditions

All insuring clauses

- Claims notification and handling requirements
- Subrogation rights
- Consequences of fraudulent claims
- Contract of insurance subject to English or Scottish law (as appropriate)
- All equipment to be calibrated and/or maintained in accordance with manufacturers recommendations
- Maintenance of rights or remedies
- Manufacturers' recommendations

Directors' and officers' liability

- Waiving of our rights following your unintentional non-disclosure or misrepresentation
- Cancellation instructions to be sanctioned by all directors and officers
- Any public or private offering of your shares to be advised to us
- Severability

Property Damage

- Wear and tear, defective workmanship, leakage
- Pollution
- Damage to contents and/or stock which is not stored more than 15 cm above floor level in any basement or cellar

- Damage resulting from flat roofs that are more than 10 years old and/or not adequately maintained.

Specified All Risks

- Wear tear, electrical/mechanical breakdown etc
- Unexplained shortage or disappearance
- Loss from unattended vehicles unless concealed in locked boot etc and all security devices operative and force used to gain entry

Money and personal assault

- Loss from unattended motor vehicles
- Injury etc to anyone under 16 or over 75 years of age

Transit

- Wear and tear, electrical/mechanical breakdown etc
- Loss from unattended vehicle unless concealed in locked boot, all security devices operative and force used to gain entry
- Loss due to defective packing

Employment law protection

- Use of the Markel Employer Helpline in relation to TUPE

Cyber and data risks

- All rights and remedies to be maintained against service providers, designers, consultants or contractors