PRODUCT INFORMATION DOCUMENT

TE0823 – Technology Package

This is a guide to the cover provided by Generis on behalf of CNA Hardy. Please refer to the policy for full details of the (pre-) contractual terms and conditions. In the event of any discrepancies, the terms within the policy wording will prevail.

Your insurer information
Your quotation or renewal documentation is underwritten by Generis Underwriting Limited on behalf of CNA Insurance Company Limited. Generis Underwriting Limited (FCA firm reference number 823558) at registered office 3 The Cottages, Deva City Office Park, Trinity Way, Salford, M3 7BE. CNA Insurance Company Limited (FCA firm reference number 202777) at registered office at 20 Fenchurch Street, London, EC3M 3BY. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

What is the type of Insurance?
Technology Package

What coverage is provided?			
✓ Technology PI	✓ First Party Cyber	✓ Third Party Cyber	✓ Employers' Liability
✓ Public Liability	✓ Product Liability	✓ Pollution Liability	

Where am I covered?
☐ Please check your policy schedule for the countries listed under territorial limits and the policy wording under each section.

General

General exclusions (applicable to all sections)	
✗	cyber (not applicable to First party cyber and Third party cyber);
✗	cyber acts and cyber incidents;
✗	see General terms in the policy wording for full list.
Are there any restrictions in cover? (applicable to all sections)	
!	if you are not covered under any relevant section of the policy, we will not cover any such losses;
!	the cover for certain items or types of loss or claim under any section may be limited. Ensure you check your policy wording to see what those limitations are.
	Any relevant limits are shown in the policy wording or schedule

Sections – Property damage (all risks), business interruption and goods in transit (own goods)

What is not insured?

✗ damage or financial loss to:

- glass, china, earthenware, marble statuary or other fragile or brittle objects;
- jewellery, precious stones, precious metals, bullion, furs, curiosities, works of art or rate books;
- land, roads, pavements, piers, jetties, bridges, culverts or excavations;
- livestock, growing crops or trees;
- money or securities;
- property in transit except where covered;
- property or structures in the course of construction or erection, plus associated materials or supplies;

- property insured under any marine policy;
- property more specifically insured elsewhere;
- vehicles licensed for road use, caravans, trailers, railway locomotives, rolling stock, watercraft or aircraft;
- working dynamos, transformers, motors, wires, mains or electrical apparatus for generating electricity;
- transmission lines or distribution lines;
- any goods detailed in the International Maritime Dangerous Goods (IMDG) Classification of Dangerous Goods.

✗ damage or financial loss caused by or in respect of:

- inherent vice, latent defect, gradual deterioration, wear and tear, frost, changes in water table level;
- faulty or defective workmanship;
- the operation of machinery, plant, apparatus or equipment;
- explosion by the bursting of a boiler;

✗ damage to buildings or structures caused by their own collapse or cracking;

✗ communicable disease;

✗ erasure or distortion of computer records;

✗ confiscation, requisition or destruction;

✗ delay, loss of market, loss of use or consequential loss;

✗ dishonesty or wilful misconduct;

✗ gradual change;

✗ mechanical and electrical breakdown;

✗ pollution;

✗ property undergoing any processing;

✗ property in the open;

✗ damage caused by solidification of molten material;

✗ spontaneous combustion;

✗ subsidence;

✗ terrorism;

✗ theft from unattended vehicles;

✗ theft in the open;

✗ unoccupied premises.

Section – Property damage (all risks)

What is Insured?

✓ We will pay for loss or destruction of or damage to insured property arising from any accidental cause not otherwise excluded.

✓ We will also pay for:

- arson, theft and criminal acts reward costs;
- automatic reinstatement where an additional premium is paid;
- loss or damage to yours or your directors, partners or employees' baggage and personal effects whilst away;
- reasonable costs and expenses incurred for the production of information to computer records;
- removing debris, dismantling or demolishing or shorting or propping up of any part of the insured property following damage;
- loss due to deterioration of stock contained in refrigerating units;
- the cleaning of drains, sewers and gutters at the insured property;
- the additional costs of reinstating the property to comply with an European Union legislation, Act of Parliament or bye-laws of any public authority;
- temporary repairs upon or expediting repair, reinstatement or replacement of property as a result of damage;

- reinstating or repairing landscaped gardens following damage caused by the fire brigade or other services;
- refilling recharging or replacing any fire extinguishing or fire suppression appliances or equipment;
- damage to fixed glass, frames or framework or displayed goods, plus costs incurred for boarding up or temporary glazing pending replacement;
- removal of property left without your permission;
- modification to business equipment or replacing or reinstating electronic data that is incompatible with undamaged data media;
- the difference between amounts recoverable under other insurances where buildings leased or rented by you sustain damage;
- loss of metered water, oil, electricity or gas;
- emergency action to prevent or minimise impending damage;
- professional fees incurred in the reinstatement of insured property following damage for buildings and contents;
- the cost of re-erecting, fitting or fixing plant and machinery following damage;
- replacement locks;
- locating the source of any escape of water from any fixed water services, heating installation or the escape of fuel, oil or gas;
- damage to trees, shrubs, plants or lawns at any premises resulting from fire or explosion;
- the cost of reimbursing tenants for their undamaged improvements which are no longer available to such tenants;
- damage to vehicles licensed for road use and their contents whilst at the premises;

✓ We will also cover:

- capital additions, alterations and improvements and newly acquired/erected buildings subject to the policy;
- the contract price in respect of goods sold, but not delivered following damage;
- contents and stock whilst at any exhibition, fair or trade show;
- damage inadvertently omitted from the policy subject to the requirements of the policy;
- the interests of mortgagees, freeholders and lessors;
- the interests of parties supplying property to you under a hiring, leasing or similar agreement;
- your property stored at any location not shown in the schedule;
- rent payable where the premises or part of are unfit for occupation following damage;
- telephone, gas, water, electric instruments, meters, piping, cabling and the like in respect of buildings and contents;
- contents whilst temporarily removed for cleaning, renovation or similar purposes;
- an amount for damage to buildings not insured under this section arising from theft or attempted theft;
- any purchaser of the building not otherwise insured for damage to the buildings;

What is not insured?

✗ cyber loss;

✗ loss of use, reduction in functionality, repair, replacement, restoration or reproduction of data, other than as specified in the policy.

Are there any restrictions in cover?

! the policy will not be invalidated by any act or omission whereby the risk of damage to property insured is increased, unknown to, or beyond your control.

! for any premised notice must be given when unoccupied or re-occupied, mains switched off, locked and secured and all trade refuse and waste materials be removed;

! damage occurring within 72 consecutive hours of and arising from floor, storm, subsidence or landslip is deemed to be one occurrence;

Section – Business Interruption

What is Insured?

✓ Financial losses arising from an interruption to your business caused by damage to property used by you at the premises for the purpose of the business, under one of the following bases of settlement:

- gross profit;
- gross revenue;
- additional expenditure;
- flexible first loss limit;
- loss of rent receivable.

✓ We will also pay for:

- charges payable to your professional accountants for producing any particulars or details required by us;
- fines and damages for breach of a written contract for non-completion or late completion of orders incurred solely in consequence of damage;
- loss following the discovery of vermin or pests at the premises, any accident causing defects in the drains or other sanitary arrangements or any occurrence of murder or suicide withing a radius of 250 meters of the premises;

✓	We will also pay for financial losses arising from an interruption to your business:
	• which prevents or hinders the use of the insured property or access to the premises, caused by damage to property within 1 kilometre of the premises or by any action of the police or other statutory authority; • caused by damage within 1 kilometre of the premises which directly causes loss of custom; • following damage to property whilst in transit, at a customers or suppliers premises or stored anywhere in the UK other than at any premises and subject to the policy; • following damage to property or accidental failure of specified public utilities;
Are there any restrictions in cover?	
!	if the sum insured under gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover the amount payable will be proportionately reduced.

Section – Goods in transit (own goods)

What is Insured?	
✓	We will pay for damage to insured property whilst in transit anywhere within the UK arising from any external and accidental cause.
✓	We will also pay for damage to:
	• clothing and personal effects of the driver or attendant; • tarpaulins, sheets, ropes, securing chains, packing materials, dunnage and toggles; • directors', partners' or employees' tools and samples on the vehicle or trailer.
✓	We will also cover property removed from vehicles whilst contained in secure private dwellings, hotels or other secure buildings;
Are there any restrictions in cover?	
!	no loss will be payable by us for which no proof of dispatch is provided;
!	vehicles must be maintained in a roadworthy condition.

Section – Money

What is Insured?	
✓	We will pay for loss of money anywhere in the UK.
✓	We will also pay for:
	• losses arising from fraudulent use of any credit card used for the business; • replacement keys or lock mechanisms of safes or strong rooms following theft of keys. • damage to cases, bags, belts or waistcoats whilst being used for transit of money, safes, strongrooms and stamp franking machines and cash registers caused directly by theft or attempted theft of money.
✓	We will also cover violent injury to you, medical expenses and damage to clothing or personal effects following actual or attempted theft of money.
What is not insured?	
	Loss of money:
✗	caused by fraud or dishonesty of an insured person or member of their family or household;
✗	due to any shortage of money arising from accounting or mysterious or unexplained disappearances;
✗	from any unattended vehicle;
✗	from premises outside of business hours unless as specified;
✗	from vending, gaming and amusement or other coin operated machines;
✗	whilst in the custody of any security company employed by you;

✗	caused by terrorism.
Are there any restrictions in cover?	
!	money in transit in excess of £2,500 must be accompanied in accordance with the minimum accompaniment requirements in the policy.

Section – Computer Breakdown

What is Insured?

✓ We will pay for damage caused by:

- the breakdown or failure of any part of the computer equipment or electronic data whilst in ordinary use arising from mechanical or electrical defect;
- the failure or fluctuation of the supply of electricity to the computer equipment;
- the erasure, destruction, corruption or distortion of software contained or data stored on fixed disks or electronic data.

✓ We will also pay for:

- expenditure in preventing or minimising the interruption of or interference with the work carried out by the computer equipment;
- expenditure in recompiling or restoring data or software or replacing third party proprietary software following damage to insured property;
- the costs of modification of computer equipment or replacement of electronic data;
- additional rental arising out of the replacement of a lease or hire agreement in respect of computer equipment;
- loss of gross profit or gross revenue as specified.

What is not insured?

✗ damage to computer equipment:

- by its own breakdown;
- for which any manufacturer, supplier, agent or maintenance undertaking is responsible;
- where responsibility is under any rental hire or lease agreement;

caused by:

- specified perils under the 'property damage (all risks) section:
- wear and tear, deterioration due to atmospheric or climate conditions;
- a deliberate act of a supply undertaking in withholding the supply of electricity or telecom services;
- the inability of the supply undertaking to maintain the supply system due to industrial action by its employees;
- the use of telecom equipment which is not approved by the telecoms regulatory authority;
- the use of unproven software;
- programming errors or design defects in software.

✗ damage to computer equipment or electronic data or other system which processes, stores, transmits or retrieves data caused by programming or operator error, virus or hacking.

✗ any amount for the value of electronic data;

✗ delay, loss of use, loss of market, loss of profit, income or revenue;

✗ damage caused by terrorism.

Section – Machinery Breakdown

What is Insured?

✓ We will pay for damage or financial losses caused by the failure, distortion, breaking or burning out of any equipment built to operate under vacuum or pressured or used for the generation, transmission or utilization of energy, refrigeration or air conditioning whilst in use at the premises and arising from mechanical or electrical defects or accidental failure or fluctuation of the electrical supply.

✓ We will also pay for the cost of re-erecting, fitting or fixing machinery as a direct result of machinery breakdown.

What is not insured?

✗ defective, faulty or inadequate installation of machinery;

❌	breakdown of machinery which a supplier, contractor or repairer is responsible for either by law or contract;
❌	failure of machinery to perform in accordance with plans or specifications;
❌	freezing due to weather conditions;
❌	machinery breakdown due to gross negligence by you or an employee.

Section – Terrorism

What is Insured?

✔ We will pay for a claim under the following sections:

- property damage (all risks);
- business interruption;
- money;
- goods in transit,

in respect of damage to insured property and financial losses caused by or resulting from an act of terrorism.

What is not insured?

❌ Damage to:

- any nuclear installation or nuclear reactor, including fixtures and fittings;
- property which is occupied as a private residence unless as specified;
- any property while undergoing marine, aviation or transit which would ordinarily be otherwise insured;

❌ Damage arising out of:

- any criminal act carried out by any employees or third parties which may be protected by a bankers blanket bond;
- riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power;
- alteration, modification, distortion, corruption of or damage to any computer or other equipment or corruption of data where such damage is caused by a virus, hacking, phishing or a denial of service attack.

Are there any restrictions in cover?

! the burden of proofing a section does apply is on you;

! any extension of premises to locations outside Great Britain does not apply to this section.

Section – Employers Liability

What is Insured?

✔ We will pay for damages for death, injury, disease and any recognised psychiatric illness to any employee in the course of their employment.

✔ Claimants costs and expenses arising in respect of any claim against you;

✔ Defence costs and expenses in connection with the defence of any claim;

✔ Representation at any Coroners Inquest or Fatal Accident Inquiry in respect of any death or proceedings in any court or summary jurisdiction in respect of any alleged breach of statutory duty resulting in injury, disease and any recognised psychiatric illness.

✔ We will also cover:

- your liability to employees by virtue of any contract or agreement;
- defence costs and expenses for the conduct of your defence resulting from prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007;
- attendance at court as a witness in connection with a claim;
- your liability to employees under GDPR and the DPA;
- indemnity to others or any principal subject to the policy;
- costs incurred to defend criminal proceedings relating to a covered claim;
- bodily injury caused before an employees start date where you are liable by virtue of the Transfer of Undertakings (Protection of Employment) Regulations 2006;

	• unsatisfied court judgments where your employee obtains damages for bodily injury against another individual or company that arises in the course of the employee's employment in your business;
What is not insured?	
✗	disputes between an employer or prospective employer and employee or prospective employee referred or capable of being referred to an Employment Tribunal;
✗	a settlement or adjudication under the guidance of an Employment Tribunal or ACAS;
✗	any matter able capable of being insured under a Employment Practices Liability Insurance policy;
✗	death, injury, disease and any recognised psychiatric illness:
	• which you are required to arrange compulsory motor insurance or security in accordance with Road Traffic legislation; • arising from work undertaken on any offshore installation or while embarking on, departing to or disembarking onto land from any offshore installation;
✗	terrorism, other than the minimum sum as required by law;
✗	payment under any workmans' compensation scheme.
Are there any restrictions in cover?	
!	Contractual liability - fines, penalties, and punitive damages is not included
!	GDPR Defence Costs – fines, penalties, and restoration of data is not included
!	Indemnity to others at the request of the insured shall not include any officers or trustees of the insureds' pension scheme

Sections – Public, Product and pollution Liability

What is Insured?	
✓	Your liability to others for:
	• accidental bodily injury to any person not being an insured person; • accidental damage to property; • accidental personal injury; • unintentional advertising injury; • accidental nuisance, trespass or interference with any easement, right of air, light, water or way, arising in connection with your business, products and pollution.
✓	Claimants costs and expenses arising in respect of a claim
✓	Defence costs and expenses in connection with the defence of any claim;
✓	Representation at any Coroners Inquest or Fatal Accident Inquiry in respect of any death or proceedings in any court or summary jurisdiction in respect of any alleged breach of statutory duty resulting in injury, disease and any recognised psychiatric illness.
✓	We will also cover:
	• your liability to third parties to pay damages in respect of accidental bodily injury to any person and accidental damage to property arising out of the use of any motor vehicle, whilst temporarily outside the UK or under the Defective Premises Act 1972; • defence costs and expenses for the conduct of your defence resulting from prosecution under the Corporate Manslaughter and Corporate Homicide Act 2007; • attendance at court as a witness in connection with a claim; • your liability under GDPR and the DPA; • costs and expenses as a result of any decision under the Housing Grants Construction and Regeneration Act 1996; • indemnity to others or any principal subject to the policy; • liability arising out of the use of any mechanically propelled vehicle as a tool or plant, the loading or unloading or movement of any such vehicle or damages to visitors or employees' vehicles.
What is not insured?	
✗	accidental damage to property owned, leased, hired or held in trust by you;
✗	contractual liability;

✗	damage to products arising out of the public or pollution liability sections;
✗	bodily injury to any insured person in the course of their employment, other than where covered under extension;
✗	disputes between an employer or prospective employer and employee or prospective employee referred or capable of being referred to an Employment Tribunal;
✗	a settlement or adjudication under the guidance of an Employment Tribunal or ACAS;
✗	any matter capable of being insured under a Employment Practices Liability Insurance policy;
✗	pollution or costs of remediation, other than covered under the pollution section;
✗	costs or expenses in repairing, replacing, recalling or making any refund in respect of products;
✗	rendering or failing to render professional advice services;
✗	property being worked upon;
✗	pure economic or pecuniary loss not consequent upon bodily injury or damage to property insured under specified sections;
✗	ownership, possession or use of any mechanically propelled vehicle which is licensed for road use, any aircraft or other aerial devices, hovercraft or watercraft;
✗	workmans' compensation.
✗	work undertaken on any offshore installation or while embarking on, departing to or disembarking onto land from any offshore installation;

Section - Product Liability

What is insured?

✓ We will also cover:

- accidental financial loss;
- any vendor you are required by contract to provide insurance in respect of the distribution or sale of products in the course of the vendors business.

What is not insured?

✗ any product which are sold, supplied, erected, repaired, altered, treated or installed by you for delivery or use in the USA or Canada or any aircraft, aerospatial device, hovercraft or waterborne draft or for marine or aviation purposes;

Section - Pollution

What is insured?

✓ We will also cover:

- the discharge, release or escape of legionella;
- pollution clean up costs.

Are there any restrictions in cover?

! Pollution must be caused by a sudden, identifiable, unintended and unexpected incident that takes place in its entirety at a specific and identified time.

Section – Technology Professional Indemnity

What is Insured?

Please check your schedule to see which covers you have selected.

✓ We will pay for your liability for any:

	• breach of contract, including liquidated damages; • failure of products or services to meet their intended purpose, fitness or quality; • negligent misstatement or negligent misrepresentation; • libel, slander or product disparagement; • unintentional breach of confidence or privacy or unintentional misused of information; • unintentional infringement of intellectual property rights; • any civil liability.
✓	We will also pay for your liability:
	• for damage to third party documents; • for dishonesty of your employees, including your own losses; • arising from the supply of sub-contractors or consultants.
✓	We will also pay for:
	• fees, costs and expenses to mitigate an actual or potential claim; • outstanding fees waived to avoid a claim.
What is not insured?	
✗	bodily injury;
✗	claims by any financially associated party;
✗	any cyber occurrence, incident or impersonation fraud;
✗	pollution or remediation;
✗	products other than breach of professional duty;
✗	any duty, capacity, performance or non-performance as a director, officer, secretary, member or trustee, including any personal liability.

Section – Cyber

First Party Cyber – What is Insured?	
✓	Where stated in the schedule as covered, we will pay for your loss arising from a cyber occurrence for:
	• reduction of business income and extra expenses; • theft or alternation of electronic money or securities; • theft or loss of insured goods or personal funds; • money paid to a third-party extortionist due to imminent and probable danger of loss or damage as set out in your policy; • reasonable and necessary expenses incurred in restoration of your network or information stored on it; • your legal liability to pay any awards, penalties or fines arising under the Data Protection Act 2018 and the General Data Protection Regulation (GDPR); • reasonable and necessary expenses to comply with a security breach notice law, to notify relevant individuals of disclosure or other covered costs; • awards, penalties or fines insurable by law; • unauthorised use of your bandwidth and the cost of unauthorised calls by an external source.
✓	We will also pay the reasonable and necessary expenses for:
	• loss from impersonation fraud; • loss of physical documents by the employee resulting in loss of personal data; • incident response and notification expenses; • the mitigation of future cyber occurrences.
First Party Cyber – What is not insured?	
✗	restoration of your network or data to a level beyond that which existed before the loss;
✗	breakdown of your network due to unauthorised access, computer virus, denial of service attack, terrorism or system failure;
✗	regional, national or global failure, outage or disruption of core internet infrastructure, electrical grids and distribution networks or satellites in respect of business interruption or restoration of your network;
✗	loss of intellectual property rights, trade secrets or goodwill.

Third Party Cyber – What is Insured?
✓ We will pay for your liability for claims arising from a cyber occurrence for:
• third party damages for breach of confidentiality; • breach of payment security; • reasonable and necessary expenses to comply with a security breach notice law, to notify relevant individuals of disclosure or other covered costs; • defamation of any individual or commercial enterprise, product disparagement or infringement of intellectual property rights; • failure resulting in the inability of others to access your network, damage to a third party network or loss of data, loss or damage to electronic money or securities, transmission of malware to a third parties network, your network being used to carry out a denial of service attack or unauthorised access to stored information; • your legal liability to pay any awards, penalties or fines arising under GDPR; • reasonable and necessary expenses to comply with a security breach notice law, to notify relevant individuals of disclosure or other covered costs;
✓ We will also pay the reasonable and necessary expenses for:
• loss of physical documents by the employee resulting in loss of third party personal data; • mitigation costs to avoid a third party cyber claim; • responding to adverse or unfavourable publicity or media attention.

Third Party Cyber – What is not insured?
✗ any whole of partial payment where a bank or credit card company has reversed a payment transaction;
✗ claims brought by any financially associated party or any insured, unless as specified or where the claim or circumstance comes from an independent third party;
✗ intellectual property rights, trade secrets or goodwill other than where covered;
✗ misappropriation of trade secrets by your or an employee.

General Conditions

What are my obligations?
- You must provide us with any information we require on request or if any information changes.
- You must notify us as soon as practicable or within any timeframe specified in the policy wording about any claim or loss.

When and how do I pay?
Premium is payable in full by the insured to the insurer in accordance with the settlement due date or no later than 60 calendar days of the commencement of the period of insurance.

When does the cover start and end?
Your cover start and end date is set out in your schedule, unless any such other period has been agreed in writing between you and us.

How do I cancel the contract?
The policy may not be cancelled unless the insurer agrees mutually in writing to do so. In the event of such agreement, the insurer shall within 7 days write to: 1. the insured providing notification that the policy will be cancelled with effect from a date not less than 30 days after the date of the agreement; 2. the relevant institute, notifying it of the cancellation agreement, the effective date of cancellation and the insureds name.