

An update on articles in previous editions of the Word

11 November 2022

[← Previous](#)

[The Word, November 2022](#)

[Next >](#)

[‘You get what you pay for’ – the meaning of ‘professional services’ in D&C policies](#)

Cyber and Data Limited Exclusion

The Wordings Committee of the LMA has recently issued and updated LMA5469 to clarify that the limited write-back cover to the cyber exclusion is subject to all the terms, conditions and exclusions of the policy (and any attached endorsements).

The updated clause number is LMA5496A.

Underwriters should review all wordings accordingly, to reflect this change.

Spire Healthcare v Royal & Sun Alliance - Refused Permission to appeal

The court has refused permission to appeal following an ‘aggregate win’ for Royal & Sun Alliance Insurance Plc. Please read our article in the first edition of The Word on the interpretation and application of aggregation clauses, as held in Spire Healthcare v Royal & Sun Alliance [2022] EWCA Civ 17.

Underwriters should continue to review their series clauses and update policy wordings where necessary to reflect the breadth of the word ‘cause’.

Contents

[The Word, November 2022](#)

→

[An update on articles in previous editions of the Word](#)

→

[‘You get what you pay for’ – the meaning of ‘professional services’ in D&C policies](#)

→

[‘Final judgment’ or ‘final adjudication’ - what’s the difference?](#)

→

[Atlanta adopts Plain Numbers to improve policy readability](#)



[Duty to defend - when is it triggered?](#)



[Date of incident or date of coverage decision – when does the cause of action commence?](#)



Contact



Tim Johnson

Partner

tim.johnson@brownejacobson.com

+44 (0)115 976 6557