13 questions to ask your broker about AI exclusions

Carriers began attaching AI exclusion endorsements to commercial policies in January 2026, and they attach at renewal — which makes your next renewal conversation the one that matters. Bring these questions to it. Certian keeps the record and never makes the call: this is educational information, not insurance advice; a licensed broker answers these.

Q.01

"Is an AI exclusion endorsement already attached to any of our policies — and what are the form numbers?"

Why it matters: Standardized AI exclusion endorsements (including ISO forms CG 40 47, CG 40 48, and CG 35 08) became effective from January 2026, and variants differ meaningfully in breadth. The form number tells you exactly which language governs.

Q.02

"Will an AI endorsement attach at our next renewal — and when exactly is that renewal?"

Why it matters: Exclusions generally attach at renewal, not mid-term. Your renewal date is the deadline for everything else on this list. If you don't know the date, that's question zero.

Q.03

"Which of our lines are affected — general liability only, or D&O;, employment practices, and professional liability too?"

Why it matters: The exclusion wave started in general liability but is spreading into D&O;, EPL, and professional lines. A clean GL renewal can coexist with a newly excluded D&O; policy — ask per line, not per company.

Q.04

"Is the exclusion absolute — and how broad is the 'arising from' language?"

Why it matters: Some carriers have filed absolute AI exclusions disclaiming coverage for anything 'arising from' AI use — wording that can sweep in claims only loosely connected to an AI system.

Q.05

"Does any wording exclude claims tied to inadequate AI governance, policies, or training itself?"

Why it matters: Some filed exclusions reach claims connected to the absence of AI governance — meaning written policies and training records can be the difference in whether a claim is even arguable.

Q.06

"What AI use do we need to disclose on our application — and what counts as AI use?"

Why it matters: Staff often use tools nobody officially approved ('shadow AI'), and misstating use on an application creates its own problems. Expect a deflection: most brokers won't define the technical boundary of 'AI use.' Counter-move: ask for the carrier's definition in writing, and agree on how this application's wording treats embedded features.

Q.07

"If an employee causes a breach through an unsanctioned AI tool, does the AI exclusion apply — or does our cyber policy still respond?"

Why it matters: Even with strong policies and controls, an employee will eventually paste sensitive data into an unapproved tool. Whether that's denied under a new AI exclusion or covered as an unauthorized act under existing cyber liability is a boundary your specific forms decide — and exactly where coverage disputes will concentrate.

Q.08

"How does AI embedded in our vendors' products affect our coverage?"

Why it matters: AI features now ship inside ordinary business software. Expect 'review the vendor's license agreement' as the first answer — third-party liability is messy. Counter-move: then ask which of YOUR policies would respond while that vendor dispute plays out.

Q.09

"What documentation would strengthen our placement conversation?"

Why it matters: Underwriter interest keeps circling the same set: AI-systems inventory, written policies, human-oversight procedures, training records, incident-response plans. Timing warning: ask this months BEFORE renewal, not at the placement meeting — by then the underwriter has already judged what you submitted. Asked early, it's leverage; asked late, it's an admission.

Q.10

"Are standalone AI liability markets relevant for our profile — and which ones?"

Why it matters: Alongside the exclusions, an affirmative market has emerged — programs including Armilla (Lloyd's coverholder), Munich Re's aiSure (via Mosaic), Corgi, Mayflower Specialty, and Testudo. Fit is a licensed broker's question.

Q.11

"If a claim happens, how does timing work — and what about incidents from before the exclusion attaches?"

Why it matters: Occurrence and claims-made policies treat the timeline differently, and incidents predating the exclusion may be treated differently than ones after. The transition period around renewal is where timing gets expensive.

Q.12

"Can we see the actual endorsement text before renewal — not a summary?"

Why it matters: Endorsement filings are public documents, and the exact wording is what governs a claim. A broker can pull the text; you or your counsel should read the specific form headed for your policy.

Q.13

"What are underwriters asking about AI this year that they weren't asking last year?"

Why it matters: This turns your broker into a forward-looking source. Whatever the answer — new application questions, new documentation requests, markets opening or closing — that list is your preparation plan for the next renewal.