



# Policy Changes Update Booklet

## Renewals and New Business on or after 1 April 2018

### Important changes you should know about your insurance policy

This document contains details of the changes we are making to your policy; these bring your policy up to date with new standard terms and conditions.

This document must be read in conjunction with your policy document, schedule and any other documentation we have issued.

By including changes to a particular section this does not mean that you have chosen to include that section; you will need to check your current policy schedule to see which covers you have chosen to include.

Before paying your premium please make sure that the cover provided meets your needs. By insuring with us you accept the changes. If you have any questions or concerns please contact us.

[www.ecclesiastical.com](http://www.ecclesiastical.com)



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# Data Privacy Notice

## Why are we making this change?

We take data protection seriously and your privacy is important to us. There have been recent changes to data protection legislation and we want to take this opportunity to clarify how we use your data. We have produced a new **How we use your data** notice which replaces any data privacy notice which we may have sent to you in other documentation.

## With effect from policy inception or renewal on or after 1 April 2018

The following notice replaces any privacy notice which is contained in your policy or in any other documentation we have sent you.

## How we use your data

Your privacy is important to us. We will process your personal data in accordance with the applicable data protection law.

The data controller in respect of any personal data which we may hold about you or process is Ecclesiastical Insurance Office plc; who you can contact via the Data Protection Officer, at Beaufort House, Brunswick Road, Gloucester GL1 1JZ or on 0345 6073274 or email [compliance@ecclesiastical.com](mailto:compliance@ecclesiastical.com)

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention and business management. This may involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, service providers, professional advisors, external independent financial advisers (IFAs) or business partners and our regulators. In some circumstances the processing may be carried on outside of the European Economic Area where suitable arrangements will be taken to ensure that your personal information is protected.

## Special categories of data

In order to provide your insurance policy or when making a claim, we may need to collect or process information relating to your or a dependant's health or criminal convictions. As this is 'sensitive personal data' we are required to obtain your consent to process this information. If you do not consent to us processing this information we may be unable to provide your insurance policy or process any claim. You are entitled to withdraw this consent at any time. However, withdrawing your consent may mean we are unable to continue providing your cover meaning your insurance policy may be cancelled. Your policy terms and conditions set out what will happen in the event your policy is cancelled.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

## Fraud Prevention

We may check your details with various fraud prevention and credit reference agencies. If you make a claim, we will share your information (where necessary) with other companies to prevent fraud. For the purposes of deciding whether to

accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies including Claims and Underwriting Exchange, run by MIB and the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

## Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at [www.ecclesiastical.com/privacypolicy](http://www.ecclesiastical.com/privacypolicy) or contact our Data Protection Officer.

# Act of Terrorism

## Why are we making this change?

Your policy contains an option for Terrorist damage cover which is provided either by a Terrorism section, an Act of Terrorism Insurable event or by clause or endorsement. If this cover is insured this will be shown on your policy schedule. We are updating the wording to reflect changes we have made, as required by our reinsurer Pool Re which includes

- new cover for some terrorist-related cyber events and
- clarification over mixed-use (residential and commercial) properties that may be included.

## With effect from policy inception or renewal on or after 1 April 2018

All act of terrorism cover provided by any

- Terrorism section or
- Act of terrorism insurable event or
- clause or endorsement

is deleted and replaced by the following new Section of cover:

## Definitions

Each time any of the following words or phrases appear in this section in bold italic type (or in capital letters in the schedule) they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

### ***Act of terrorism***

means acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto

### ***Business interruption***

means loss arising from interruption or interference with the ***business*** carried on by ***you*** at the ***premises*** as a result of damage to or destruction of ***property insured*** used by ***you*** at the ***premises*** for the purpose of the ***business***

### ***Computer systems***

means a computer or other equipment or component or system or item which processes stores transmits or receives ***data***

### ***Losses***

means all losses arising under any operative section or extension to this policy for material damage business interruption or book debts as a result of damage to or the destruction of ***property insured*** in the ***territorial limits*** the proximate cause of which is an ***act of terrorism***

### **Data**

means data of any sort whatever including without limitation tangible or intangible data and any programs or software bandwidth cryptographic keys databases documents domain names or network addresses or anything similar files interfaces metadata platforms processing capability storage media transaction gateways user credentials websites or any information whatever

### **Denial of service attack**

means any actions or instructions constructed or generated with the ability to damage interfere with or otherwise affect the availability or performance of networks network services network connectivity or **computer systems**

Denial of service attacks include but are not limited to the generation of excess traffic into network addresses the exploitation of system or network weaknesses the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **computer systems**

### **Event**

means all individual losses arising in respect of a continuous period of 72 hours of which the proximate cause is the same **act of terrorism**

The date and time that any such period of 72 hours shall commence shall be set by **us**

### **Hacking**

means unauthorised access to any **computer system** whether **your** property or not

### **Nuclear installation**

means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument being an installation designed or adapted for

1. the production or use of atomic energy
2. the carrying out of any process which is preparatory or ancillary to the production or use of atomic energy and which involves or is capable of causing the emission of ionising radiations
3. the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter being matter which has been produced or irradiated in the course of the production or use of nuclear fuel

### **Nuclear reactor**

means any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons

### **Phishing**

means any access or attempted access to **data** made by means of misrepresentation or deception

### **Property**

means all property whatsoever but excluding

1. any property which is occupied as a private residence and which is
  - a. a private dwelling house or
  - b. a self-contained unit insured as part of a block of units i.e. a block of flatsunless such property
  - i. is not insured in the name of a private individual
  - ii. is insured in the name of a **sole trader** or a trustee or an executor of a will and is not occupied by such persons or by any beneficiary of the trust or will in question
  - iii. is of mixed residential and commercial usage and the commercially occupied portion of the property exceeds 20% (as defined by **us**) of the whole of such land or building

2. property including fine art collections which are the subject of
  - a. a trust of any kind or
  - b. an executorship of a will
 and where the use or benefit of the property is for private domestic purposes only and enjoyed by a beneficiary or a trustee of the trust or a beneficiary or an executor of the will
3. any **nuclear installation** or **nuclear reactor** and all fixtures and fittings situated thereon and attached thereto and all pipes wires cables drains or other conduits or service media of any description which are affixed or connected to or in any way serve such **nuclear installation** or **nuclear reactor**

The noting of the interest of any lender (by including as joint insured or otherwise) shall not prejudice the definition of property as defined above

### **Property insured**

means *property* which is insured under other sections of this policy

### **Sole trader**

means

1. a self-employed individual registered as a sole trader with HM Revenue & Customs or
2. a private individual or individuals operating as a landlord and taxed as a business or
3. a private individual or individuals who have made an active decision to become a landlord and receive or intend to receive an income from *property insured*

### **Territorial limits**

means England Wales and Scotland but not the territorial seas adjacent thereto as defined by the Territorial Sea Act 1987

### **Virus or similar mechanism**

means program code programming instruction or any set of instructions intentionally constructed with the purpose and ability or purposely used to damage interfere with adversely affect infiltrate or monitor computer programs **computer systems data** or operations whether involving self-replication or not

This includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with adversely affect infiltrate or monitor as above

## Cover

**We will pay you for**

1. damage to or the destruction of **property**
2. **business interruption** or book debts
3. loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of **property**

as insured by any other section of this policy occasioned by or happening through or in consequence of an **act of terrorism** within the **territorial limits**

Provided always that the insurance by this section is

1. not subject to
  - a. any of the General exclusions of this policy
  - b. any long term agreement or undertaking which may otherwise apply
  - c. any terms in this policy which provide for adjustments of premium

## 2. subject

- a. otherwise to all the terms provisions definitions and conditions of this policy except where expressly varied within this section
- b. to a maximum period of insurance of 12 months from the inception or renewal date of this policy  
Any subsequent period of cover provided by this section whether for 12 months or less is deemed to constitute a new period of insurance provided that
  - i. no subsequent period of insurance by this section shall extend beyond the next renewal date of this policy
  - ii. the renewal premium due in respect of this section has been received by *us*

## Basis of settlement

As described in the relevant section of this policy in respect of damage to or destruction of the **property insured** or **business interruption** or book debts or loss caused by cancellation abandonment postponement interruption curtailment or relocation of an event

The most **we** will pay for any one **event** is the lesser of

1. the total sum insured or
2. for each item its individual sum insured or
3. any other limit of liability

as stated in the relevant section of this policy less the **excess**

The **excess** applicable to losses under this Terrorism section shall be equal to the **excess** applied in respect of the risk of fire and/or explosion under the other covers or sections of this policy

## Exclusions

**We** will not be liable for any losses whatsoever

1. occasioned by 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
2. arising under
  - a. marine aviation and transit policies
  - b. motor insurance policies
  - c. bankers blanket bond
3. directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from
  - a. damage to or the destruction of any **computer system** or
  - b. any alteration modification distortion erasure corruption of **data**whether **your** property or not where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**

## Extension for act of terrorism triggered by remote digital interference

### Definitions specific to this extension

#### **Property/Property insured**

means as defined in this section but also excludes for the purposes of this extension

- a. any money as defined in the Money (or Money with assault) section currency electronic cryptographic or virtual currency including Bitcoin or any similar negotiable or non-negotiable instruments financial securities or any other financial instrument of any sort whatever and
- b. any **data**

**Specific events**

means fire explosion flood escape of water from any tank apparatus or pipe (including any sprinkler system) impact of aircraft or any aerial devices or articles dropped from them impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle destruction of damage to or movement of buildings or structures plant or machinery other than any **computer system**

Exclusion 3. will not apply to **losses** provided that such **losses**

- 1. result directly (or solely as regards 3. c. below indirectly) from **specific events** and
- 2. are not proximately caused by an **act of terrorism** in relation to which the relevant organization or any persons acting on behalf of or in connection with that organization are controlled by acting on behalf of or part of any de jure or de facto government of any nation country or state and
- 3. comprises
  - a. the cost of reinstatement replacement or repair in respect of damage to or destruction of **property insured** or
  - b. the amount of **business interruption** or book debts suffered directly by **you** by way of loss of or reduction in profits revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **property insured** or as a direct result of denial prevention or hindrance of access to or use of the **property insured** by reason of an **act of terrorism** causing damage to or destruction of other **property** within one mile of the **property insured** to which access is affected or
  - c. the amount of loss caused by the cancellation abandonment postponement interruption curtailment or relocation of an event as a result of damage to or destruction of **property** and any additional costs or charges reasonably and necessarily paid by **you** to avoid or diminish such loss

Notwithstanding the exclusion of **data** from **property** and **property insured** to the extent that damage to or destruction of **property** and **property insured** within the meaning of sub-paragraph 1. above indirectly results from any alteration modification distortion erasure or corruption of **data** because the occurrence of one or more **specific events** results directly or indirectly from any alteration modification distortion erasure or corruption of **data** that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such **property** and **property insured** and otherwise falling within sub-paragraphs 1. and 3. from being recoverable under this policy

In no other circumstances than the previous sentence however will any loss(es) directly or indirectly caused by contributed to by or arising from or occasioned by or resulting from any alteration modification distortion erasure or corruption of **data** be recoverable under this policy

**Condition**

If **we** allege that any loss is not covered by this section the burden of proving that such loss is covered shall be upon **you**

Notwithstanding the above the burden of proof shall be upon **us** to prove or establish all the matters referred to in sub-paragraph 2. of the Extension for act of terrorism triggered by remote digital interference

# Liabilities (Public liability - Data Protection extension)

## Why are we making this change?

We have updated the Data Protection extension so that it covers you for third party claims for damages under the most recent data protection legislation. We have also incorporated additional cover for defence costs for certain prosecutions in connection with the legislation. This defence costs cover is for claims occurring in the current period of insurance. To further protect you we are providing some additional cover for past events that would have been covered under a previous 'claims made' policy which you become aware of in the current period of insurance, and report to us within 28 days.

**With effect from policy inception or renewal on or after 1 April 2018**

The public liability extension for data protection in your policy booklet is replaced by the following

## Data Protection extension

### Definition specific to this extension

#### **Data protection legislation**

means the Data Protection Act 1998 or any subsequent legislation that specifically replaces this act

**We** will indemnify **you** against **your**

- 1 legal liability to pay damages and **legal costs** for material and non-material damage
- 2 defence costs and prosecution costs awarded against **you**

resulting from any breach or alleged breach of **data protection legislation** happening during the period of insurance arising out of the conduct of **your business**

**We** will not provide any indemnity in respect of

- (a) the payment of fines penalties punitive or exemplary damages
- (b) the costs of replacing reinstating rectifying erasing blocking or destroying any personal data
- (c) liability arising from or caused by a deliberate or intentional act or omission by **you**
- (d) liability arising out of circumstances which may give rise to a claim or prosecution which have been notified to or ought to have been notified to previous insurers or which were known to **you** at the inception of this extension
- (e) legal liability where indemnity is provided by any other insurance

In the event that any policy of insurance in force immediately prior to this extension expressly provided cover for **data protection legislation** on the basis of an indemnity for claims made during the period of insurance and in the event that a claim first made against **you** in the period of insurance in respect of **data protection legislation** then the indemnity provided by this extension is extended to indemnify **you** provided that **we** shall not be liable for

- i) claims not insured by this extension
- ii) any claim or notice notified later than twenty-eight days after receipt of such claim or notice

The total amount **we** will pay in respect of

- 1 shall not exceed the limit of indemnity shown on the schedule
- 2 shall not exceed £100,000 any one claim and in the aggregate any one period of insurance

# Legal Expenses

## Why are we making this change?

### Change effective from policy inception or renewal on or after 1 April 2018

- If you have legal expenses cover, it is our view that a minimum limit of indemnity of £250,000 is required to reflect increasing legal costs and any customers on lower limits of indemnity have received an uplift to this amount (this will be shown on the schedule). For clarification, the limit of indemnity is for legal costs and expenses including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses, accountants' fees and employment compensation awards (the latter are further limited to an aggregate limit in total for all such awards in any period of insurance as stated in the schedule).
- Under the Data Protection cover of the Legal Defence section, we now exclude any cyber-related claims e.g. due to viruses or similar.

### Change effective from 25 May 2018

- The change will impact the Data Protection cover under the Legal Defence section of the policy wording. These modifications have been made to reflect the anticipated revised data privacy legislation in the UK and to remove specific reference to the Data Protection Act 1998 subject to a new restriction in respect of cyber-related claims as set out in the change effective from policy inception or renewal on or after 1 April 2018.

## With effect from policy inception or renewal on or after 1 April 2018

The following exclusion applies to the Data Protection cover of the Legal Defence section

**We** will not pay for any claims relating to the loss alteration corruption or distortion of or damage to stored personal data and claims relating to a reduction in the functionality availability or operation of stored personal data resulting from hacking (unauthorised access) malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code computer virus or similar mechanism

## With effect from 25 May 2018

Cover for Data Protection is re-stated as follows

**We** will pay **Costs and expenses** to defend the **insured person's** legal rights in respect of civil action taken against the **insured person** for compensation under data protection legislation when handling personal data in their capacity as a data controller and/or a data processor by

1. an individual  
**We** will also pay any compensation award up to the Limit of Indemnity in respect of such a claim
2. a data controller and/or data processor which arises out of or relates to a claim made by an individual for compensation against that data controller and/or data processor  
**We** will not pay any compensation award in respect of such a claim

Provided that

- a. in respect of 1. any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default or is payable under settlement approved in advance by **us**
- b. **we** will not cover the cost of fines imposed by the Information Commissioner or any other regulatory and/or criminal body
- c. the **Insured** requests that **DAS** provides cover for the **insured person**

Subject otherwise to the terms of the policy