

CLIENT NEWS

NOTIFICATION OF CHANGES TO YOUR POLICY

At Allianz Insurance plc we constantly review our products. Following our latest review, with effect from the renewal of your Policy, we are updating your policy wording to include amendments in order to clarify our intent in relation to cover for losses arising out of Communicable diseases and non-damage related Business Interruption covers.

With effect from renewal we will also affirmatively clarify the scope of cyber coverage afforded under this policy. This change has been implemented following guidance provided to Insurers by the Prudential Regulation Authority and we would urge you to review the below clause(s) for detail.

The guidance provided below does not represent the complete terms and conditions of the policy wording. Please read this guidance in conjunction with your policy wording and Schedule. If you have any questions about the policy, please refer these to your insurance adviser.

A SUMMARY OF KEY CHANGES IS SHOWN BELOW

REMOVAL OF REFERENCE TO ONLINE DISPUTE RESOLUTION (ODR) FROM OUR COMPLAINTS WORDING

The following wording has been removed:

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: acccsm@allianz.co.uk

Alternatively, you can contact the Financial Ombudsman Service directly.

FAIR PROCESSING NOTICE REPLACED WITH PRIVACY NOTICE

The Fair Processing Notice has been replaced with our updated Privacy Notice. The updated Privacy Notice is available on Allianz.co.uk

CYBER CLARIFICATION

For the following cover sections (where provided) we will implement a Cyber Event exclusion clause to replace the existing e-risks exclusion.

Civil Liability

20 (Civil Liability) Exclusions – Cyber Event

This **Section** does not cover any loss, damage, expense or liability howsoever arising out of a **Cyber Event**.

Definitions

Cyber Event means

- a** any unauthorised **Processing** of **Data** by the **Insured**
- b** any breach of laws and infringement of regulations pertaining to the maintenance or protection of **Data**
- c** any **Network Security Failure** in the **Insured's Sphere**

Data includes but is not limited to **Personal Data**, facts, concepts and information, software or other coded instructions in a formalized manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or **Identifiable Natural Person**.

An **Identifiable Natural Person** is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Processing means any operation or set of operations which is performed on **Data** or on sets of **Data**, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Damage to Data means any loss, destruction or corruption of **Data**. Any **Damage to Data** of a Third Party by the Insured is not deemed to be a **Cyber Event** if there is not any **Network Security Failure** involved.

Insured's Sphere means any system or device leased, owned, operated, or lost by or which is made available or accessible to the Insured for the purpose of **Processing Data**.

Network Security failure means any non-physical and technological failure of computer system security or other technological security measures leading to unauthorized access and/or theft of **Data**, loss of operational control of **Data**, transmission of virus or malicious code and/or denial of service.

Write-back

This exclusion does not apply to

- 1 Bodily injury, death or disease to any person
- 2 Loss of or damage to material property including any consequential financial losses caused by the operation of the **Insured's Business**
- 3 Nuisance, trespass, obstruction or interference with any right of way, light, air or water
- 4 **Pollution or Contamination** occurring other than in the United States of America or Canada, and caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **Period of Insurance**

Subject otherwise to the terms, conditions and exclusion of this **Policy**.

For the following cover sections (where provided) we will implement a Cyber exclusion clause.

Directors and Officers

Cyber Event exclusion (applicable to Directors and Officers Liability section only)

10 Cyber Event

This **Section** shall not cover any **Loss**, damage, fees, costs, charges, expenses or liability in connection with any **Claim** arising out of, based upon or attributable to any **Cyber Event**

For the purposes of this Exclusion

Cyber Event means any actual, alleged or suspected:

- i Damage to, loss, destruction, corruption, theft, or loss of operational control of data, or unauthorized or negligent processing, collection, recording, retrieval, disclosure, dissemination, or disposal of data, by the **Insured**, an independent contractor or an outsourced service provider of the **Insured Company**; and/or
- ii Unauthorized access to or use of any personal information, personal data or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) while under the care and custody, or control, of the **Insured**, an independent contractor or an outsourced service provider of the **Insured Company**; and/or
- iii Non-physical and technological failure of the **Company's Computer System**, or failure of technological security measures aimed at protecting data in any form. This includes, but is not limited to, any interruption of the **Insured Company's** business caused by such event(s); and/or

- iv Malicious direction of network traffic, introduction of malicious computer code, or other malicious attack directed at, occurring within, or utilizing the **Company's Computer System**. This includes, but is not limited to, any interruption of the **Insured Company's** business caused by such event(s); and/or
- v Interruption of the **Insured Company's** business caused by an accidental, unintentional or negligent act, error or omission of the **Insured** person in the operation or maintenance of the **Company's Computer System** which causes total or partial unavailability of the **Company's Computer System**; and/or
- vi Breach of laws and regulations pertaining to privacy and resulting from items (a) to (e) above.

For the purposes of items (i) and (iii) of **Cyber Event** definition, data includes but is not limited to personal information, personal data and/or confidential information (other than information that is lawfully available in the public domain or to the general public unless such information which had been publically available became uniquely identifiable through collection and/or processing) in any form.

Company's Computer System means a computer system (including, but not limited, to hardware, software and/or computer programs) leased, owned or operated by or which is made available or accessible to the **Insured Company** or its outsource service provider(s) for the purpose of storing and processing the **Insured Company's** electronic data or software.

All other terms, conditions, provisions, Exclusions and limitations of this Section otherwise remain unchanged.

For the following cover sections (where provided) we will amend the Data Protection Act extension:

Civil Liability

f Data Protection Act

The **Insurer** will indemnify the **Insured** and if the **Insured** so requests any **Employee** or director or partner of the Insured for damage or distress occurring as a result of an offence under Section 168 of the Data Protection Act 2018 committed during the **Period of Insurance** within the United Kingdom and arising in connection with the **Business** provided that the **Insured** is registered with the Information Commissioner's Office.

The **Insurer** will not pay for

- a any damage or distress caused by any deliberate act or omission by the **Insured** the result of which could reasonably have been expected by the **Insured** having regard to the nature and circumstances of such act or omission
- b the payment of fines or penalties
- c the costs and expenses of replacing reinstating rectifying or erasing blocking or destroying any **Data** or **Personal Data**
- d any damage or distress caused by any act of fraud or dishonesty
- e liability arising from the recording, processing or provision of **Data** or **Personal Data** for reward or to determine the financial status of any person.

For the purposes of this Extension

Data includes but is not limited to **Personal Data**, facts, concepts and information, software or other coded instructions in a formalized manner useable for communications, interpretation or processing.

Personal Data means any information relating to an identified or **Identifiable Natural Person**.

An **Identifiable Natural Person** is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

The liability of the **Insurer** under this **Extension** shall not exceed the Limit of Indemnity shown in the **Schedule** or £2,000,000 (whichever is the lesser) and such Limit of Indemnity shall be inclusive of the amount of all claimants' costs and expenses and all costs and expenses incurred by the **Insurer** or with the written consent of the **Insurer** in connection with the defence of any claim.

Subject otherwise to the terms, conditions and exclusion of this **Policy**.

