

# Essential Property Owners

## Important Notice to Policyholder

### (applicable from the Effective Date shown on your Renewal Schedule)

This notice is to advise you of updates that have been applied to your Policy with effect from renewal. Please note that these amendments may apply to aspects of this Policy for which cover has not been provided. Please read all policy documentation carefully as this will confirm the cover provided, and contact your broker, intermediary or agent who arranged the policy, should you have any questions.

The changes are summarised as follows:

#### Section 3: Terrorism

- The following definition is added:

##### Non-Damage Business Interruption

All losses arising as a result of interruption or interference with the Business in consequence of:

- a** access to, exit from or use of any Premises located within the Territory occupied by the Insured being impaired or prevented due to the actions of the police, competent authority or any other statutory authority, the proximate cause of which is an Act of Terrorism; or
  - b** an Act of Terrorism in the vicinity of, but in no event further than one mile from, any Premises within the Territory occupied by the Insured which results in the Business having a diminished attraction to customers and solely in consequence thereof, an identifiable reduction in the Business, provided that the Indemnity Period in no event irrespective of what is shown in the Schedule shall exceed three months.
- The following definition is amended:

##### Covered Loss

- a** All losses arising under any of the Heads of Cover (other than Non-Damage Business Interruption Head of Cover) as a result of damage to or the destruction of property insured in the Territory, the proximate cause of which is an Act of Terrorism.
- b** All losses arising under the Non-Damage Business Interruption Head of Cover.

#### Section 4: Supplemental

- The following extension is amended:

##### J Claims under Data Protection Legislation

The Company will indemnify the Insured against any compensation claim in respect of material or non-material damage where such damage occurs during the Period of Insurance and happens in connection with the Business, provided that the Insured:

- a** has complied in all respects with the Insured's obligations under the Data Protection (Charges and Information) Regulations 2018;
- b** is not in business as a computer bureau; and

- c** was acting as a sole and independent controller in respect of the matter giving rise to the compensation claim.

The Company's liability under this Extension (including all compensation, costs and expenses) shall be limited to a maximum amount of £500,000 in the aggregate and in any one Period of Insurance.

Provided that this indemnity shall not apply to:

- i** any material or non-material damage caused by any deliberate act or omission, by the Insured, where such material or non-material damage could reasonably have been expected by the Insured having regard to the nature and circumstances of such act or omission;
- ii** any material or non-material damage caused by any act of fraud or dishonesty;
- iii** the costs and expenses of rectifying, rewriting or erasing data (including personal data);
- iv** liability arising from the recording, processing or provision of data for reward or to determine the financial status of any person;
- v** the payment by the Insured of any regulatory fines or penalties; or
- vi** any material or non-material damage caused by:
  - a** any deliberate, reckless or negligent act of any Employee; or
  - b** any failure by an Employee to act in accordance with the Insured's internal policies, procedures and guidelines.

For the purposes of this Extension:

- i** "GDPR" means:  
The General Data Protection Regulation (EU) 2016/679.
- ii** "compensation claim" means:  
Any sums which the Insured becomes legally liable to pay as compensation to any data subject under and in accordance with Article 82 of the GDPR, or any equivalent legislation in the Isle of Man or the Channel Islands, or any similar or successor legislation, including the Data Protection Act 2018 (as may be amended from time to time).
- iii** "controller" shall have the meaning given to it in Article 4 of the GDPR.
- iv** "material or non-material damage" shall be interpreted in accordance with Article 82 of the GDPR.