

Policy Changes Update Booklet – Commercial

Reference: CHANGES/V12/ROIMICCOM

Important changes you should know about your insurance policy

This document contains details of the changes we are making to our full suite of commercial, charity and church policies; these bring your policy up to date with new standard terms and conditions.

This document must be read in conjunction with your policy booklet, 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 with 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.

**Changes applicable to the following policies:**

- Church Shield Insurance
- Commercial Shield - Package Insurance
- Commercial Shield - Select Insurance
- Circuit and District Shield Insurance

Change - Data Privacy notice

Why are we making this change?

This change takes effect for policies which are inception or renewed on or after 1 May 2018.

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.

Clause 1 – effective from policy inception or renewal on or after 1 May 2018 (the Effective date)

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 Methodist Insurance 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@micmail.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.

**Changes applicable to the following policies:**

- Church Shield Insurance
- Commercial Shield - Package Insurance
- Commercial Shield - Select Insurance
- Circuit and District Shield Insurance

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.methodistinsurance.co.uk/general/security-and-privacy or contact our Data Protection Officer.


Changes applicable to the following policies:

- Church Shield Insurance
- Commercial Shield - Select Insurance
- Commercial Shield - Package Insurance
- Circuit and District Shield Insurance

Change – 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.

Clause 2 – with effect from policy inception or renewal on or after 1 May 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 Acts 1988 and 2003 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 Public liability limit of indemnity shown on the schedule
- 2 shall not exceed €100,000 any one claim and in the aggregate in any one period of insurance



Changes applicable to the following policies:

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- Commercial Shield - Package Insurance
- Circuit and District Shield Insurance

Change – Legal expenses

Why are we making this change?

Change effective from 1 May 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 changes will impact the Data Protection cover of the Legal Defence section of the policy wording. These modifications have been made to reflect the anticipated revised data privacy legislation in the Republic of Ireland, including widening cover to include defending civil actions taken against the policyholder under data protection legislation, including payment of any compensation award, subject to a new restriction in respect of cyber related claims as set out in Clause 3.

Clause 3

With effect from policy inception or renewal on or after 1 May 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

Clause 4

With effect from 25 May 2018

Cover for Data Protection is re-stated as follows

We will pay **costs and expenses**

- a) to defend the **insured person's** legal rights if civil action is 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.
- b) to represent the business in appealing against the refusal of the Data Protection Commissioner to register the business' application for registration.

**Changes applicable to the following policies:**

- Church Shield Insurance
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Provided that

- in respect of **a) 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**
- we** will not cover the cost of fines imposed by the Data Protection Commissioner or any other regulatory and/or criminal body
- the **Insured** requests that **DAS** provides cover for the **insured person**

Subject otherwise to the terms of the policy

This contract is underwritten by:
Methodist Insurance PLC.

Our FCA register number is 136423.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

**or by contacting the FCA on
0044 207 066 1000**



Methodist Insurance PLC
St Ann's House
St Ann's Place
Manchester M2 7LP
Tel: +44 (0)345 606 1331 Fax +44 (0)345 604 6302
www.methodistinsurance.co.uk
email: enquiries@micmail.com

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