
Important Notice for Markham Private Client Policyholders

Please note, the following changes have been made in relation to the renewal of **your** Markham Private Client **policy** with effect from 1st July 2021. These changes are consistent with new Markham Private Client business provided by **us** from 1st July 2021.

General Policy Exclusion

The following General Policy Exclusions have been added:

DISEASE EXCLUSION

Not applicable to Section Four – Accidents to Domestic Employees.

We will not pay in respect of any loss (including business interruption loss, loss of value and loss of use), **Damage**, claim, liability, cost or expense of whatsoever nature, directly or indirectly caused by or in any way contributed to by, resulting from, arising out of, or in connection with:

- 1) any **Communicable Disease**
- 2) any fear or threat (whether actual or perceived) of any **Communicable Disease**
- 3) any advice given or action taken (whether or not by a competent authority) in controlling, preventing, or suppressing the occurrence, outbreak, spread or effects of any **Communicable Disease**
- 4) the cleaning, disinfecting, decontaminating, repair, replacement, recall, inspecting, testing and checking of property which is or is feared to have been affected by any **Communicable Disease**

This exclusion shall not apply in relation to Section 6 (Legal Expenses) or Section 7 (Home Emergency) or to any amount you become legally liable to pay in respect of any accidental injury to domestic employees.

CYBER AND DATA

We will not pay for any loss, **damage**, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- (a) **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
- (b) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Electronic Data**,

including any amount pertaining to the value of such **Electronic Data**;

- (c) loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a **Computer System**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Accidents to **Domestic Employees** and Legal Liability to the Public:

In respect of the Accidents to **Domestic Employees** and **Legal Liability** to the Public sections of this policy (where applicable) and subject to all the terms, conditions, limitations and exclusions of this policy or any endorsement thereto, paragraph (a) above shall not apply in respect of liability for

- (i) any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease);
- (ii) any ensuing physical damage to third party property.
- (iii) any ensuing bodily injury to a **Domestic Employee**;

arising out of a **Cyber Incident** or a **Cyber Act** and provided that nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing, or remediating a **Cyber Incident** or a **Cyber Act**.

All terms defined herein shall have the same meaning provided in **your policy**.

Please take time to read all documents at renewal to make sure that the cover provided meets your needs and that you understand the general terms and conditions and general exclusions. If there is anything you do not understand or you need to change, please contact your advisor immediately.