COMBINED DATA PROTECTION & FINANCIAL CRIME ENDORSEMENT
(For attachment to LMA3113, LMA3114 & LMA3115, or Multi Year variants thereof)

By this endorsement the Binding Authority Agreement is amended as follows -

1. By making the following amendments in SECTION 20:

1.1 to replace existing Sub-section 20.10 as follows:

“Subject to Sub-section 35.5, the Coverholder shall retain a copy of all documents issued and provide copies to Underwriters upon request."

2. By making the following amendments in SECTION 25:

2.

2.1 to replace existing Sub-section 25.4 as follows:

“Subject to Sub-section 35.5, the Coverholder shall retain all records, including electronic, relating to all insurances bound, claims handled and recoveries pursued for a minimum period of seven (7) years or for such longer period as may be required by local law;"

3. By making the following amendments in SECTION 32:

3.

3.1 to replace existing Sub-section 32.2 as follows:

“Subject to Sub-section 35.5, the receiving party may disclose Confidential Information:

32.2.1 to its employees, officers, external auditors, professional advisers, consultants or the Lloyd’s Broker who need to know such information for the purposes of enabling the receiving party to carry out its obligations under the Agreement. The receiving party shall use all reasonable endeavours to ensure that its employees, officers, external auditors, professional advisers, consultants or the Lloyd’s Broker to whom it discloses Confidential Information comply with this Section 32;

32.2.2 where required by law, court order or any governmental or regulatory authority provided that, subject to any legal or regulatory obligations that apply to the receiving party, the receiving party shall give notice to the other party that it proposes to disclose the Confidential Information;

32.2.3 where the Confidential Information is now in or comes into the public domain otherwise than as a result of a breach of this Section 32; and

32.2.4 where the Confidential Information is already known by the receiving party in circumstances when it was not bound by any form of confidentiality obligation."

4. By replacing existing SECTION 34 with the following:

SECTION 34

COMPLIANCE WITH THE LAW AND FINANCIAL CRIME

34.1 Without prejudice to any of the rights or obligations otherwise specified in the Agreement, the Coverholder shall comply with all applicable laws for the legal and proper solicitation and handling of all insurances bound or intended to be bound, and shall use its best endeavours to ensure that any other parties with whom it deals in carrying out its duties under the Agreement comply with such laws where applicable;

34.2 The Coverholder shall not undertake any activity which facilitates the evasion of taxes anywhere in the world or which would constitute a criminal act in the jurisdiction in which it is located or doing business, or which would expose the Underwriters to any criminal sanction;

34.3 The Coverholder shall conduct its business in accordance with all relevant financial crime and international economic, financial or trade sanctions laws and regulations. In addition, the Coverholder shall not act contrary to any additional requirements concerning: (i) international economic, financial or trade sanctions; (ii) the prevention of the facilitation of tax evasion; or (iii) financial crime set by the Underwriters and/or Lloyd's other than where compliance with those requirements would be contrary to local law;

34.4 The Coverholder, on behalf of the Underwriters, shall not provide cover or pay any claim or provide benefit hereafter to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Coverholder and/or the Underwriters to any sanction, prohibition or restriction under any applicable international economic, financial or trade sanctions laws or regulations;

34.5 The Coverholder shall not accept, offer or facilitate payment, consideration, or any other benefit, which constitutes an illegal or corrupt practice contrary to any applicable anti-bribery law;

34.6 The Coverholder shall maintain on an ongoing basis appropriate systems, procedures and controls designed to prevent any breach of this Section 34.

5. By replacing existing SECTION 35 with the following:

SECTION 35

DATA PROTECTION

35.1 Unless otherwise expressly stated in 35.5 of the Schedule, the Coverholder and the Underwriters acknowledge and agree that where the Coverholder or an Underwriter processes personal data under or in connection with the Agreement it alone determines the purposes and means of processing as a controller;

35.2 In respect of the personal data the Coverholder or an Underwriter processes under or in connection with the Agreement, it:

35.2.1 shall comply at all times with its obligations under the data protection law;

35.2.2 shall notify the other parties without undue delay after, and in any event within 24 hours of, becoming aware of a personal data breach; and

35.2.3 shall assist and co-operate fully with the other parties to enable each of them to comply with its obligations under the data protection law, including but not limited to in respect of keeping personal data secure, dealing with personal data breaches, complying with the rights of data subjects and carrying out data protection impact assessments;

35.3 In respect of the personal data the Coverholder processes under or in connection with the Agreement, the Coverholder shall only process such personal data for the purposes of (a) providing insurance to insureds and prospective insureds and (b) handling claims to the extent allowed in the Agreement;

35.4 The Coverholder and the Underwriters shall work together to ensure that each of them is able to process the personal data it processes under or in connection with the Agreement for the purposes contemplated by the Agreement lawfully, fairly and in a transparent manner and in compliance with the data protection law. This shall include but not be limited to entering into such other written agreements as may be required from time to time to enable the Coverholder and/or the Underwriters to comply with the data protection law;

35.5 The activities of the Coverholder under or in connection with the Agreement in respect of which the Coverholder processes personal data as a processor on behalf of the Underwriters, together with the data protection particulars for such processing, are stated in 35.5 of the Schedule. In addition to Sub-sections 35.2, 35.3 and 35.4, where, under or in connection with the Agreement, the Coverholder processes personal data as a processor on behalf of the Underwriters, the Coverholder shall:

35.5.1 subject to Sub-section 35.5.2, only carry out such processing on the Underwriters' instructions from time to time. The Coverholder shall immediately inform the Underwriters if, in its opinion, an instruction infringes the data protection law;

35.5.2 where it is required by applicable law to carry out processing otherwise than in accordance with Sub-section 35.5.1, inform the Underwriters' of the legal requirement before carrying out such processing (unless prohibited from doing so by applicable law);

35.5.3 not disclose the personal data to any person except as required or permitted by the Agreement or with the Underwriters' prior written consent;

35.5.4 without prejudice to Section 32, ensure that all persons authorised to process the personal data are under an appropriate contractual or other legal obligation to keep the personal data confidential;

35.5.5 taking account of the nature of the processing, implement appropriate technical and organisational measures (a) in a manner that ensures the processing meets the requirements of the data protection law and the protection of the rights of data subjects, (b) to keep the personal data secure and to protect against the risk of personal data breaches and (c) to assist the Underwriters to comply with their obligations under the data protection law to respond to requests for exercising the rights of data subjects;

35.5.6 not process the personal data, or disclose the personal data to any party who carries on business, outside of the European Economic Area except with the Underwriters' prior written consent and, where such consent is given, the Coverholder shall take such actions and enter into such agreements as the Underwriters may require to ensure that such processing or disclosure complies with the data protection law;

35.5.7 not enter into an arrangement with any sub-contractor to process the personal data directly or indirectly on behalf of the Underwriters without the prior written consent of the Underwriters and, where such consent is given, the Coverholder shall enter into a written agreement with the sub-contractor that includes, as a minimum, provisions in favour of the Underwriters which are equivalent to those in this Section 35. The Coverholder shall remain fully liable to the Underwriters for any sub-contractors' processing of personal data; and

35.5.8 at the Underwriters' option, delete or return to the Underwriters all the personal data on termination of the Agreement and delete any existing copies of the personal data except to the extent that the Coverholder is required to retain such personal data by applicable law;

35.6 The Coverholder shall make available to the Underwriters all information necessary to demonstrate its compliance with its obligations under this Section 35 and the Underwriters reserve the right to audit the Coverholder's compliance with its obligations under this Section 35 in accordance with Section 25;

35.7 The Coverholder’s obligations under this Section 35 shall continue throughout the Agreement and for a period of seven (7) years thereafter or such other period as the Underwriters may require or as may be required pursuant to any applicable law or regulation;

35.8 For the purposes of this Section 35 and the Schedule:

“controller” means the person which, alone or jointly with others, determines the purposes and means of the processing of personal data;

“data protection law” means all applicable statutes and regulations in any jurisdiction pertaining to the processing of personal data, including but not limited to the privacy and security of personal data;

"data protection particulars" means, in relation to any processing of personal data by the Coverholder under or in connection with the Agreement as a processor on behalf of the Underwriters: (a) the subject matter and duration of the processing; (b) the nature and purpose of the processing; (c) the type of personal data being processed; and (d) the categories of data subjects;

“data subject” means the identified or identifiable natural living person to whom the personal data relates;

“personal data” means any information relating to the data subject;

“personal data breach” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed; and

“processor” means the person which processes personal data on behalf of the data controller.

5. By inserting the following into the SCHEDULE:

Sub-section 35.5	ACTIVITIES OF THE COVERHOLDER IN RESPECT OF WHICH THE COVERHOLDER PROCESSES PERSONAL DATA AS A PROCESSOR ON BEHALF OF THE UNDERWRITERS: { } DATA PROTECTION PARTICULARS FOR SUCH ACTIVITIES: The subject matter and duration of the processing: { } The nature and purpose of the processing: { } The type of personal data being processed: { } The categories of data subjects: { }

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