

# ATL Product Disclosure Statements

Updates pursuant to the ASIC Corporations (Updated Product Disclosure Statements) Instrument 2016/1055

Effective Date: 1 January 2022

Relevant PDSs

The following non-materially adverse updates have been made to the following ATL product disclosure statements (PDS):

- o Transport Operators Package PDS dated 1 September 2021;
- o ATL Rideshare Operators Package PDS dated 1 September 2021; and
- o ATL Taxi Operators Package PDS dated 1 September 2021.

Changes:

This PDS Update clarifies that Business Liability cover is limited as follows:

- o No cover is provided in respect of Cyber Loss including any legal liability caused by or arising out of any Data Loss; and
- o Property damage is limited to tangible property and does not include Data Loss.

The current PDSs listed above state that:

We will cover amounts which You become legally liable to pay, up to the Limit of liability stated in Your Policy Schedule, as a result of Personal injury or Property damage occurring during the Period of Insurance and arising out of Your Business activities as a Rideshare Operator within the Geographical limits.

The PDSs further explain that cover in respect of Property damage is for:

Property damage to property that is neither owned by or leased or rented to You or not in Your physical and legal control

The definition section of the PDSs provide that:

“Property damage” means:

- o physical damage to, loss or destruction of tangible property including any resulting loss of use of that property; or
- o loss of use of tangible property which has not been physically damaged, lost or destroyed, provided such loss of use is caused by an Occurrence.

This PDS Update clarifies that:

- o tangible property does not include Data;
- o Property damage does not include Data Loss; and
- o No cover is provided in respect of Cyber Loss including any legal liability caused by or arising out of any Data Loss.

The detail of these changes are set out below.



This product is underwritten by The Hollard Insurance Company Pty Ltd ABN 78 090 574 473, AFSL 241436 and issued by ATL Insurance Group Pty Ltd ABN 33 133 273 631, AFSL 333234

## Cyber Loss Exclusion – ATL Transport Operators Package

This exclusion applies to the 'Business Liability' part of the ATL product disclosure statements listed above for all policies, new and renewal, with effect from 1st January 2022.

This policy excludes all liability in respect of:

### Cyber Loss

Cyber loss including any legal liability caused by or arising out of any Data Loss. Data Loss does not comprise physical loss or damage for the purposes of this exclusion clause or any other part of this policy.

This exclusion shall not apply to any Cyber Loss, not otherwise excluded by this policy, incurred by or accruing to you in respect of any liability for any:

- third party personal injury, or
- physical damage to or destruction of third party property, or
- advertising injury.

### Additional Definitions – Part C or Part D Business Liability

"Computer system" means any computer, hardware, software, firmware and the data stored thereon, as well as associated input and output devices, data storage devices, networking equipment, components and storage area network or other electronic back up facility.

"Cyber Act" means an unauthorised or malicious act or series of related unauthorised or malicious acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System or any data by any person or group(s) of persons.

"Cyber Incident" means:

- any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

"Cyber Loss" means any legal liability caused by or arising out of any 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.

"Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

"Data Loss" means loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount relating to the value of such Data,

