

Quote Reference - 112392047

The information contained on this page is confidential and should not be sent to third parties

INSURANCE DETAILS

Period of insurance: Continuous cover from 01/06/2023 until the policy is cancelled

Date issued to insured: 27/04/2023

Underwritten by: Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy

Payment method : Payment by Broker's Account

INSURED DETAILS

Insured: Foulness Island Parish Council

Address: Sutton Hall Cottage

Rochford SS4 1LG

Additional insureds: There are no Additional Insureds on this policy

Business: Parish Council

General terms and 11604 WD-HSP-UK-PAC-GTC(4)

conditions wording: The General terms and conditions apply to this policy in conjunction with the specific

wording detailed in each section below

PREMIUM DETAILS

Annual premium: £400.89 Annual Tax: £48.10 Total: £448.99



Local councils & not-for profit organisations scheme

PROPERTY - BUILDINGS

Section wording 11600 WD-HSP-UK-PAC-PYB(5)
Insurer Hiscox Insurance Company Limited

Premises address Sum insured

Item description	Excess	Amount Insured	
Total Buildings	N/A	£0	
Gates and fences	£250	£702	
Fixed outside equipment	£250	£0	
Street furniture	£250	£36,074	
War memorials	£250	£0	
Playground equipment	£250	£6,844	
Sports surfaces	£250	£0	
Other surfaces	£250	£3,876	
Rent receivable	£250		

Excess applies to: Each and every loss

Special excesses

Losses from subsidence £1,000 each and every loss

Additional cover	(in ac	ddi	tion	to	th	e ov	erall	li	mit	:/amount	insured	above)
------------------	--------	-----	------	----	----	------	-------	----	-----	----------	---------	-------	---

Trace and access	£5,000
Emergency services	£5,000
Loss prevention costs	£25,000
Additions to buildings	£50,000
Inadvertent omissions	£500,000
Trees, shrubs and plants	£25,000
Bequeathed buildings	£50,000
	0100001

Discharge of oil £10,000 in total during any one period of insurance, across all

Property sections combined

Contract works and site materials £75,000

Endorsements

6351.0 Floating amount insured (Buildings)



PROPERTY - CONTENTS

Section wording 11602 WD-HSP-UK-PAC-PYC(6) Insurer Hiscox Insurance Company Limited

Item description	Excess	Amount Insured	
General contents including computer and ancillary equipment	£250	£0	
Civic Regalia	£250	£0	
Gardening equipment, plant and machinery	£250	£0	
Sports equipment	£250	£0	
Rent payable	£250	£0	

Excess applies to Each and every loss

Contents temporarily elsewhere including whilst in

transit

Geographical limits: United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

Additional cover	(in addition to the overall limit/amount insured above)
------------------	---

dational cover (in addition to the overa	all limit/amount insured above)
Costs following glass breakage	£10,000
Additions to contents	£10,000 or 10% of the amount insured for contents, whichever is the greater $% \left(1,0,000,000,000,000,000,000,000,000,000$
Money in the insured location while open for business or in a locked safe	£1,000
Money in transit or at the home of any councillor, trustee, employee or volunteer	£1,000
Money at all other times	£1,000
Money - non-negotiable instruments	£250,000
Identity fraud	£5,000
Personal effects	£5,000
Reconstitution of electronic data	£5,000
Reconstitution of other business documents	£5,000
Lock replacement	£10,000
Building damage by theft	£10,000
Personal assault - death	£10,000 per person
Personal assault - total loss or permanent and total loss of use of one or more limbs	£10,000 per person
Personal assault - total and irrecoverable loss of sight in one or both eyes	£10,000 per person
Personal assault - disablement which totally prevents the injured person from carrying out all parts of their usual occupation	£100 per week up to a maximum of 104 weeks
Metered water and fuel	£5,000
Outdoor items	£5,000
Marquees	£10,000
Refrigerated stock	£2,500
Undamaged tenant's improvements	£5,000

is the less

£25,000 or 10% of the amount insured for contents, whichever



Exhibitions stands and equipment temporarily £25,000 or 10% of the amount insured for contents, whichever

elsewhere is the less

Defibrillators£5,000Bequeathed property£5,000Fund raising events£5,000

Contents kept at home £25,000 or 10% of the amount insured for contents, whichever

is the less

Fraud and dishonesty £150,000 the aggregate per period of insurance

Endorsements

240.3 Minimum security condition

6226.0 Addition of cover (Travel expenses)
6729.0 Removal of cover: cyber claims and losses
6349.1 Floating amount insured (Contents)

PROPERTY AWAY FROM THE PREMISES

Wording 11602 WD-HSP-UK-PAC-PYC(6)
Insurer Hiscox Insurance Company Limited

Item description Excess Amount Insured

All business equipment £250 £5,000

Excess applies to: Each and every loss

Geographical limits: European Union, United Kingdom of Great Britain and Northern Ireland, Channel Islands, Isle of

Man and Gibraltar

Endorsements

65.00 Contents temporarily elsewhere

6729.0 Removal of cover: cyber claims and losses

PROPERTY - BUSINESS INTERRUPTION

Section wording 11601 WD-HSP-UK-PAC-PYI(6) Insurer Hiscox Insurance Company Limited

Item description Indemnity period Amount Insured

Loss of income 12 months £10,000
Additional increased costs of working 12 months £10,000

Additional cover (in addition to the overall limit/amount insured above)

Key person £250 per week up to a maximum of £2,500 per period of

insurance.

Unauthorised use of public utilities £100,000 or the total amount insured for Business

interruption, whichever is less

Special limits (included within and not in addition to the overall limit/amount insured above)



Denial of access £100,000 or the total amount insured for Business

interruption, whichever is less

Non-damage denial of access £100,000 or the total amount insured for Business

interruption, whichever is less

Bomb threat £100,000 or the total amount insured for Business

interruption, whichever is less

Suppliers £100,000 or the total amount insured for Business

interruption, whichever is less

Public utilities £100,000 or the total amount insured for Business

interruption, whichever is less

Public authority £100,000 or the total amount insured for Business

interruption, whichever is less

Failure of safety equipment £100,000 or the total amount insured for Business

interruption, whichever is less

Loss of attraction £100,000 or the total amount insured for Business

interruption, whichever is less

Alternative hire costs £5,000
Equipment breakdown Not insured

Endorsements

6731.0 Removal of cover: cyber claims and losses

6820.0 Amended definition: income

6350.1 Floating amount insured (Business interruption)

EMPLOYERS' LIABILITY

Section wording 11603 WD-HSP-UK-PAC-EL(4)

Insurer Hiscox Insurance Company Limited

Limit of indemnity £10,000,000

Limit applies to Each and every occurrence including costs

Geographical limits Worldwide

Applicable court United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man

Special limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs
Terrorism
£100,000 in the aggregate
£5,000,000 in the aggregate

Endorsements

3121.0 Employers Liability Tracing Office (ELTO) - mandatory information required

6734.0 Confirmation of cover: cyber claims

PUBLIC AND PRODUCTS LIABILITY

Section wording 11607 WD-HSP-UK-PAC-GL(4)
Insurer Hiscox Insurance Company Limited

Limit of indemnity £10,000,000

Limit applies to Each and every occurrence, defence costs in addition, other than for pollution or for products to

which a single aggregate policy limit including defence costs applies

Excess £25

Excess applies to Each and every claim for property damage only

Geographical limits United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man, the

European Union and Gibraltar

Applicable courts United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man, the

European Union and Gibraltar

Additional cover (in addition to the overall limit/amount insured above)



Unauthorised use of third party telephones by your

employees

Loss of excess or no claims discount

Loss of third party keys

Defamation and intellectual property rights

£2,500 any one period of insurance

£250 any one period of insurance £2,500 any one period of insurance £500,000 any one period of insurance

Special limits (included within and not in addition to the overall limit/amount insured above)

Criminal defence costs Pollution defence costs Hirer liability

£100,000 in the aggregate £100,000 in the aggregate £5,000,000 in the aggregate

Endorsements

6080.0 Firework and bonfire condition endorsement

6735.0 Removal of cover: cyber claims

OFFICIALS' AND TRUSTEES' INDEMNITY

Section wording 11614 WD-HSP-UK-PAC-DO(5) Insurer Hiscox Insurance Company Limited

Policy limit £500,000

Limit applies to In the aggregate including costs

Legal representation costs

Legal representation basis In the aggregate any one period of insurance

£15,000 United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle Geographical limits

of Man

Applicable courts United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle

of Man

Endorsements

705.4 Prior and pending litigation date

3215.0 Amendment of cover: cyber claims (DO)

3216.0 Amendment of cover: breach of professional duty (DO)

COMMERCIAL LEGAL PROTECTION (DAS)

Section wording 9927 WD-HSP-UK-CHR-DAS(3)

Insurer DAS Legal Expenses Insurance Company Limited

Section limit £100,000

Limit applies to All claims resulting from one or more event arising at the same time or from the same

originating cause

£200 **Excess**

Excess applies to Each and every claim arising from aspect enquiries only

For insured incidents 2 Legal Defence (excluding 2(4)), and 3(b) Bodily Injury: The European Geographical limits

Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus). For all other insured incidents: The United Kingdom of Great

Britain and Northern Ireland, the Isle of Man and the Channel Islands

Endorsements

524.0 Commercial legal protection (charities)

PERSONAL ACCIDENT



Section wording 11608 WD-HSP-UK-PAC-PA(4) Insurer Hiscox Insurance Company Limited

Personal accident

Capital benefit£100,000Temporary benefit£500 per weekMedical expenses£10,000

Insured persons Councillors, trustees, volunteers and employees of the insured

Operative time While working for you or on your behalf

Special limits (included within and not in addition to the overall limit/amount insured above)

Death 100% capital benefit amount per person Loss of one limb 100% capital benefit amount per person 100% capital benefit amount per person Loss of one eye 100% capital benefit amount per person Loss of two limbs Loss of two eyes 100% capital benefit amount per person 100% capital benefit amount per person Loss of one limb and one eye Loss of hearing 100% capital benefit amount per person Loss of speech 100% capital benefit amount per person

Permanent total disablement 100% capital benefit amount per person

Temporary total disablement £500 per week, up to a maximum of 104 weeks, an excess of 14 days applies £500 per week, up to a maximum of 104 weeks, an excess of 14 days applies

Maximum accumulation £1,000,000 any one loss in the aggregate

Endorsements

6752.0 Amendment of cover: cyber claims and losses

CRISIS CONTAINMENT

Wording 15369 WD-HSP-UK-PAC-CRI(1)
Insurer Hiscox Insurance Company Limited

Limit of indemnity £25,000

Limit applies to Per crisis and in the aggregate during any one period of insurance

Geographical limits The United Kingdom of Great Britain and Northern Island, the Isle of Man and the

Channel Islands.

Special limits (included within and not in addition to the overall limit/amount insured above)

Outside working hours discretionary crisis mitigation costs £2,000

Endorsements

9003.0 Crisis containment provider: Hill Knowlton



The General Terms of this policy and the terms, conditions and exclusions of the relevant sections all apply to this endorsement except as modified below:

Clause 6351.0

Floating amount insured (Buildings)

The cover under this section for Gates and fences, Fixed outside equipment, Street furniture, War memorials, Playground equipment, Sports surfaces and Other surfaces applies to all locations occupied by **you** in connection with **your activities** within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The **amount insured** is the most **we** will pay in total for **damage** to such items however many locations are affected.

Property - contents clauses in full

Clause 240.3

Minimum security condition

We will not make any payment for **damage** unless the physical security measures at the **insured location** comply with the following criteria and all devices are put into full and effective operation whenever the premises are closed for business or left unattended:

- 1. The final exit door is secured by:
 - a. a rim automatic deadlock conforming to or superior to BS3621; or
 - b. a mortice deadlock conforming to or superior to BS3621; or
 - a key operated multi-point locking system having at least three locking bolts.
- 2. Any other external door or internal door providing access to any part of the building not occupied by **you**, which is not officially designated a fire exit by the local fire authority, is secured by:
 - a. a locking device specified in 1 above; or
 - b. by two key operated security bolts to engage the door frame.
- 3. Any other external door or internal door which is officially designated a fire exit by the local fire authority is secured by:
 - a. a panic bar locking system incorporating bolts which engage both the head and sill of the door frame; or
 - b. a mortice lock having specific application for emergency exit doors and which is operated from the inside by means of a conventional handle and/or thumb turn mechanism.
- 4. All ground and basement level opening windows and any upper floor opening windows or skylights accessible from roofs, balconies, fire escapes, canopies, downpipes and other features of the building are:
 - a. secured by means of a key-operated locking device; or
 - b. permanently screwed shut.

Please note:

- The local fire authority must be consulted before you replace or augment the existing locking device fitted to a designated emergency exit door; and
- (ii) The provisions of specification 4 do not apply to windows or skylights that are protected by means of either:
 - fixed round or square section solid steel bars not more than 10 cm apart; or
 - b. fixed expanded metal, weld mesh or wrought ironwork grilles; or
 - proprietary collapsible locking gate grilles.

Clause 6226.0

Addition of cover - travel expenses

The following is added to What is covered, Additional cover:

Travel expenses

23. We will also pay for:

the unused travel, accommodation and pre-booked conference or excursion expenses which **you** have paid or legally have to pay and which cannot be recovered; and

the necessary and reasonable additional travel and accommodation expenses for **your** member of staff, **councillor** or trustee to return home; as a result of a pre-arranged business trip being cancelled or cut short, during the **period of insurance**, for one of the following reasons:

the death, accidental injury or illness of a member of staff, **councillor** or trustee; or the death, accidental injury or illness of the spouse, partner, close relative, fiancée or fiancé of a member of staff, **councillor** or trustee; or



the death, accidental injury or illness of any person with whom a member of staff, **councillor** or trustee is planning to stay or conduct business; or a member of staff, **councillor** or trustee being called for jury service or as a court witness; or

damage to a member of staff or **councillor**'s or trustee's pre-booked accommodation making it impossible for the member of staff or **councillor** or trustee to stay there.

damage to the scheduled means of transport or any strike, riot, civil commotion or terrorism which causes the cancellation or delayed departure for 24 hours or more of the scheduled transport on which the member of staff or councillor or trustee is booked to travel on their outward or return journey.

The most **we** will pay during the period of **insurance** under this additional cover is £750. The **excess** which applies to this additional cover is £75.

Clause 6729.0

Removal of cover: cyber claims and losses

What is covered, Lock replacement, is amended to read as follows:

The costs **you** incur to replace locks and keys necessary to maintain the security of the **insured premises** or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the **period of insurance**. However this does apply to the unauthorised modification of any digital or electronic locks.

What is not covered 1. h. 'a virus or hacker.' is deleted.

The following is added to What is not covered:

We will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or
- c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

We will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.

Clause

6349.1

Floating amount insured (Contents)

The cover under this section applies to all locations occupied by **you** in connection with **your activities** within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The **amount insured** is the most **we** will pay in total for **damage** to **your contents** however many locations are affected.

Property away from the premises clauses in full

Clause

65.00

Contents temporarily elsewhere

We will not make any payment when such property is temporarily outside the UK unless it is in your **care**, custody or control at all times or otherwise secured in a locked hotel room or safe, or other similar securely locked room or building.

Clause 6729.0

Removal of cover: cyber claims and losses



What is covered, Lock replacement, is amended to read as follows:

The costs **you** incur to replace locks and keys necessary to maintain the security of the **insured premises** or any safes or security control apparatus following theft or loss or misuse of physical security keys occurring during the **period of insurance**. However this does apply to the unauthorised modification of any digital or electronic locks.

What is not covered 1. h. 'a virus or hacker.' is deleted.

The following is added to What is not covered:

We will not make any payment for **damage** to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

- a. a cyber attack or fear or threat of a cyber attack;
- b. a hacker or fear or threat of a hacker; or
- c. its digital connectivity to any other item of **computer or digital technology** which has been directly affected by a **cyber attack** or **hacker**.

We will however cover any other **damage**, loss, cost or expense insured under this section which is caused by the **cyber attack** or **hacker**.

We will not make any payment for **damage**, loss, cost or expense directly or indirectly caused by, contributed to by, resulting from or in connection with a **computer or digital technology error**.

We will not make any payment for loss or **damage** due to **your** parting with title or possession of **property** or rights to **property** prior to receiving payment in full.

We will not make any payment for loss arising from any electronic, online or crypto currency, including Bitcoin.

Business interruption clauses in full

Clause

6731.0

Removal of cover: cyber claims and losses

Where applicable:

- 1. Special definitions for this section, Cyber attack is deleted.
- 2. What is covered, Cyber attack and What is covered, Additional cover, Hacker damage, are deleted.

The following is added to What is not covered:

We will not make any payment for any interruption to **your activities** or for any loss, cost, payment or expense directly or indirectly caused by, contributed to by, resulting from or in connection with any of the following:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. any fear or threat of a. or c. above; or
- e. any action taken in controlling, preventing, supressing, responding or in any way relating to a. to d. above.

However:

- i. this exclusion does not apply to **What is covered**, Financial losses from insured damage; and
- ii. exclusion c. above does not apply to What is covered, Equipment Breakdown.

These amendments i. and ii. above only apply where the applicable insuring clause



is incorporated into the Property – Business interruption section of your policy.

Clause 6820.0 Amended definition: income

Special definitions for this section, Income, is amended to read as follows:

Income

The total income from your **activities** carried out from **your insured location**. This does not include precept income.

Clause 6350.1 Floating amount insured (Business interruption)

The cover under this section applies to all locations occupied by **you** in connection with **your activities** within the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and the Republic of Ireland. The **amount insured** is the most **we** will pay in total for each interruption to **your activities** however many locations are affected.

Employers' liability clauses in full

Clause 3121.0 Employers Liability Tracing Office (ELTO) – mandatory information required

You must provide **us** with the following information for this section of the **policy** for each entity insured under this section of the **policy**:

- 1. Employer name; and
- 2. Full address of employer including postcode; and
- 3. HMRC Employer Reference Number (ERN).

If any insured entity does not have an ERN, you must provide us with one of the following reasons:

- a. The entity has no employees; or
- All staff employed earn below the current Pay As You Earn (PAYE) threshold;

or

c. The entity is not registered in England, Wales, Scotland or Northern Ireland. **You** must inform **us** immediately of any changes to the above information.

Clause 6734.0 Confirmation of cover: cyber claims

The following is added to What is covered:

Cyber claims

We will pay for any claim that is otherwise covered under this section, where such claim arises from a cyber attack, hack or other computer or cyber-related incident.

Public and products liability clauses in full

Clause 6080.0 Firework and bonfire condition endorsement

The following applies to the whole of this **policy** and is a condition precedent to **our** liability.

We will not make any payment under this insurance unless **you** comply with all of the requirements below.

Whenever **you** are responsible for any firework or bonfire displays at the **insured location**, **you** must ensure that:

- 1. there is a written risk assessment in place for the proposed event; and
- the fire brigade have been notified of the details of the event at least seven days before the event is due to take place; and
- the relevant local authorities have been notified and permission for the event granted and you must also ensure that any requirements from the authorities are fully complied with; and
- 4. all manufacturers' guidelines in respect of the storage and use of fireworks and sparklers are strictly adhered to; and
- 5. fireworks are purchased from a reputable supplier and are not modified in any way; and
- all employees or volunteers have received appropriate training (which is recorded in writing) and are aware of the safety procedures for the event;

NRSCH100419



and

- there is appropriate first aid presence on site, in line with the risk assessment document; and
- 8. appropriate fire extinguishing equipment is available at the event and employees and volunteers have been instructed in the safe operation and use of such equipment; and
- 9. all members of the public are kept at least 25 metres from both the display area and any bonfire itself behind appropriate safety fencing; and
- any bonfire is kept at least 25 metres away from the firework display area and is not located within five metres of any trees, fencing or other combustible material; and
- 11. any bonfire is kept at least 75 metres away from any premises, car park or storage of any flammable or dangerous material; and
- 12. there will be no use of accelerants or other flammables on any bonfire; and
- 13. an appropriate check is made of the weather conditions prior to the event going live, and if appropriate a check is made with the fire brigade as to whether to continue with the event; and
- 14. at the end of the display, a thorough check is undertaken (which is recorded in writing) of the area to ensure that no potential fire hazards remain. Any bonfire area must be doused in water.

We will not make any payment for any claim or loss arising from firework or bonfire displays unless all of the above criteria have been fully complied with.

Clause

6735.0

Removal of cover: cyber claims

The following are added to Special definitions for this section:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any **computer or digital technology**.

Cyber attack

Any digital attack or interference, whether by a hacker or otherwise, designed to:

- 1. gain access to;
- 2. extract information from;
- 3. disrupt access to or the operation of; or
- 4. cause damage to, any data or **computer or digital technology**, including but not limited to any:
- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- 2. data held electronically by you or on your behalf.



Personal data

Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.

The following is added to **What is not covered**:

Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Personal data

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to **personal data**.

Officials indemnity clauses in Full

Clause 705.4 Prior & pending litigation date

Prior & pending litigation date 01/06/2022

Clause 3215.0 Amendment of cover: cyber claims (DO)

The following are added to **Special definitions for this section**:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any **computer or digital technology**.

Cyber attack

Any digital attack or interference, whether by a hacker or otherwise, designed to:

- 1. gain access to;
- 2. extract information from;
- 3. disrupt access to or the operation of; or
- 4. cause damage to, any data or **computer or digital technology**, including but not limited to any:
- a. programs designed to damage, disrupt, extract data from, or gain access to any



data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or

b. denial of service attack or distributed denial of service attack.

Data subject

Any natural person who is the subject of personal data.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- 2. data held electronically by you or on your behalf.

Personal data

Any information about an individually identifiable natural person, including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.

Social engineering communication

Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

The following is added to What is covered:

Additional cover

Loss of data resulting from a cyber incident

We will pay on behalf of any insured person the loss arising from a claim against that insured person, including any claim by any data subjects relating to personal data, where any such claim is based upon, attributable to or arising from any loss or misuse of data as a direct result of a cyber attack, a hacker or that insured person's own unintentional error. We will not cover defence costs in relation to such claims.

The following is added to What is not covered:

We will not make any payment for any **claim**, **loss or investigation** based upon, attributable to or arising out of any:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. social engineering communication; or
- e. claims by any data subjects relating to personal data arising from a. to d. above.

This exclusion does not apply to any claim:

- i. covered under **What is covered**, **Additional cover**, Loss of data resulting from a cyber incident; or
- ii. brought by you, any shareholder or creditor of **yours** or any **insured person**, directly due to the **insured person's** management of or response to a. to d. above.

Where a **claim** is covered under i. and ii. above, **we** will treat the **claim** as covered under i. **We** will not cover **defence costs** in relation to such **claims**.

The following is added to **How much we will pay**:



The most **we** will pay under **What is covered**, **Additional cover**, Loss of data resulting from a cyber incident, is the lesser of:

- 1. £250,000; or
- 2. the overall limit of indemnity shown on the schedule,

for the total of all such **claims** and **losses**, including **defence costs**, regardless of the number of **claims** or **losses**. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

Clause 3216.0

Amendment of cover: breach of professional duty (DO)

What is not covered, Breach of professional duty, is amended to read as follows:

Breach of duty to customers

We will not make any payment for any claim, loss or investigation where any claim is brought by your client or customer and which arises directly out of any breach of duty by any person in the provision of products or services to that client or customer. This exclusion does not apply to:

- a. **legal representation costs** or any insurable civil fines or penalties associated with an investigation resulting from the **claim**;
- b. any health and safety/manslaughter claim; or
- c. a **claim** by any of **your** shareholders including any shareholder derivative proceedings in **your** name without your or any **insured person's** voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services.

Commercial legal protection (DAS) clauses in full

Clause

524.0

Commercial legal protection

Legal Expenses - cover for up to £100,000 DAS legal advice line: Tel. 0117 933 0626

Please quote policy reference TS5/6702387 in all correspondence For the purpose of Commercial Legal Protection, **We/Our** means DAS Legal Expenses Insurance Company Limited, who provide the cover and manage all claims under that section.

Crisis containment: endorsements

Clause

6752.0

Amendment of cover: cyber claims and losses

The following are added to Special definitions for this section:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any **computer or digital technology**.

Cyber attack

Any digital attack or interference, whether by a hacker or otherwise, designed to:

1. gain access to;



- 2. extract information from;
- 3. disrupt access to or the operation of; or
- 4. cause damage to, any data or **computer or digital technology**, including but not limited to any:
- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- 2. data held electronically by you or on your behalf.

The following is added to What is not covered:

Cyber incidents

We will not make any payment for any claim or part of a claim or loss directly or indirectly due to any:

- a. cyber attack;
- b. hacker;
- c. computer or digital technology error;
- d. any fear or threat of a. to b. above; or
- e. any action taken in controlling, preventing, suppressing, responding or in any way relating to a. to d. above.

Mental anguish and distress

We will not make any payment for any injury or illness resulting from mental anguish or distress.

Crisis containment: endorsements

Clause 9003.0

Crisis containment provider: Hill & Knowlton

Crisis line contact number (24 hours): +44 (0)800 8402783 / +44 (0)1206 711796

Crisis containment provider: Hill & Knowlton

This contact number will go through to **us** during **working hours**, and will go directly to Hill & Knowlton outside of these hours.

If **you** first become aware of a **crisis** outside of **working hours**, **you** must notify **us** of the **crisis** as soon as possible within **working hours** by telephoning +44 (0)800 8402783 or +44 (0)1206 711796.



Clauses - applicable to the whole policy

Clause

6727.0

Additional definition: cyber

The following are added to the Property definitions. These amendments only apply to the Property definitions where the Property definitions are incorporated into the Property sections of **your policy**:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- 1. creation, handling, entry, modification or maintenance of; or
- 2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of any **computer or digital technology**.

Cyber attack

Any digital attack or interference, whether by a hacker or otherwise, designed to:

- 1. gain access to:
- 2. extract information from;
- 3. disrupt access to or the operation of; or
- 4. cause damage to, any data or **computer or digital technology**, including but not limited to any:
- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- 2. data held electronically by you or on your behalf.

Program(s)

A set of instructions in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.

Clause

603.1

Commercial assistance & legal advice helpline

This policy gives you access to a legal advice helpline to assist in the day-to-day running of your business.

This helpline is available 24 hours a day, 7 days a week and will ensure you have the best advice when your business is facing legal issues at home or abroad on issues such as:

- Employment
- Prosecutions
- Discrimination in the workplace
- Health & safety
- European law



Helpline number: 44 (0)800 840 2269

Helpline hours: 24 hours a day, 7 days a week

This helpline is provided by DAS Legal Expenses Insurance Company Ltd. as a

service for eligible Hiscox policyholders.

Clause 999.0 Long Term Agreement

Long term agreement

As used in this endorsement:

- a. Long term agreement shall mean an agreement between you and us for a period of three years. For the duration of the agreement we agree to leave unchanged your annual premium rates and policy details. In return, you agree to renew with us each year for the duration of the agreement.
- b. Annual renewal date shall mean the following date: 31/05/2024
- c. Claims payments and costs shall mean the total of all:
 - i. claims and losses paid; and
 - ii. legal costs and expenses incurred; and
 - iii. new reserves and increases in reserves, during the preceding 12 months.
- d. Income shall mean the total of the gross premiums and any additional premiums, net of any returned premiums for the policy during the preceding 12 months. We and you agree that this policy is subject to a long term agreement beginning on 01/06/2022 and ending on 31/05/2025, provided that:
 - 1. at each annual renewal date the total of all claims payments and costs does not exceed 40% of the income;
 - 2. there are no changes to the material facts concerning your policy; and there are no changes to Insurance Premium Tax during the period of the long term agreement



INFORMATION ABOUT US

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name Hiscox Underwriting Limited

Registered address 22 Bishopsgate, London, EC2N 4BQ, United Kingdom

Company registration Registered in England number 02372789

Status Authorised and regulated by the Financial Conduct Authority

Insurers

These insurers provide cover as specified in each section of the schedule.

Name Hiscox Underwriting Limited

Registered address 1 Great St. Helens

London EC3A 6HX United Kingdom

Company registration Registered in England number 00070234

Status Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct

Authority and Prudential Regulation Authority

Name DAS Legal Expenses Insurance Company Limited

Registered address DAS House, Quay Side, Temple Back

Bristol BS1 6NH United Kingdom

Company registration Registered in England number 00103274

Status Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct

Authority and the Prudential Regulation Authority

Broker Name Arthur J. Gallagher Insurance Brokers Limited

Registered address Spectrum Building

7th Floor

55 Blythswood Street

Glasgow G2 7AT

Company registration Registered in Scotland. Company Number SC108909

Status Authorised and regulated by the Financial Conduct Authority