

Insurance policy

Design and Build Professional Combined

Insurance cover provided

Professional Liability
Directors and Officers Liability
Entity Defence
Employment Law Protection
Cyber and Data Risks

www.markelinternational.com/uk



Policyholder services

We offer a range of exclusive services for policyholders, which provide practical advice and professional help from industry experts.

Cyber risks helpline

Markel cyber risks policyholders can access our helpline, provided by Markel Law LLP, to obtain expert legal and technical IT security guidance on issues arising from cyber and data protection risks.

Employer helpline and guides

Markel employment law protection policyholders can access our employer helpline and guides provided by employment law specialists at Markel Law LLP. The employer helpline must be used whenever TUPE issues could potentially arise.

PR crisis management

Specified Markel policyholders have access to specialist public relations advice, public relations organisation, The Counsel House (TCH), to manage adverse press coverage should certain claims situations arise.

Please note:

Cyber risks helpline is available exclusively with cyber and data risks cover.

Employer helpline and guides is available exclusively with employment law protection cover.

PR crisis management is available exclusively with the following policy sections: directors and officers, management liability, executive liability and entity defence.

For further information, please visit www.markelinternational.com/policyholderservices

Welcome

Welcome and thank you for choosing to buy your design and build professional combined policy from Markel.

This document, the schedule and any endorsement(s) attached form your policy. This document sets out the conditions of the insurance between you and us. Please carefully read the following and keep them in a safe place:

- this document,
- the schedule, and
- any endorsements that apply

The insurance contract

In return for payment of the premium shown in the schedule, we agree to insure you as described in each section of this document, subject to the terms and conditions contained in or endorsed on this policy.

The cover provided

The cover provided depends on which sections of cover you have chosen.

It is important that:

- you check that the sections you have requested are included in the schedule
- you check that the information you have given us is accurate - see 'our reliance on the information provided to us' in the 'important information' section
- you notify your broker as soon as practicable of any inaccuracies in the information you have given us
- you comply with your duties under each section of cover and under this policy as a whole.

Exclusions

Your policy is subject to exclusions and these tell you what is not covered. You will find these in each section of cover.

Conditions

Your policy is subject to certain conditions that apply. You will find these in the relevant section of cover that they apply to.

The meaning of highlighted words

Some of the words in this policy have a special meaning, we have highlighted these words in bold print.

Some of these words have the same meaning throughout this policy, these will be found under the section 'words with special meaning that apply throughout this policy (general definitions)'.

Other words only have a special meaning that is used in a specific section of cover or the meaning may vary from one section to another. The meaning of these words are found in the list of 'words with special meaning (definitions)' in each section of cover.

Important information

How to make a claim

If you want to make a claim under this policy, either:

- contact your insurance broker, or
 - contact us by
 - writing to our claims team at Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds LS11 5AS, or
 - emailing our claims team - claimsuk@markel.com
- quoting your policy number and the name of the policyholder shown in the policy schedule.

If you want to discuss a claim under your policy phone our claims team on 0345 335 2227.

Things you must do

You must comply with the claims conditions. These can be found under 'claims conditions that apply to this policy as a whole'.

If you fail to comply with these conditions we may not pay your claim or any payment could be reduced.

Fraudulent claim

If you make a fraudulent claim under this policy:

- we are not liable to pay the claim, and
- we may recover from you any sums we have paid to you in respect of the claim, and
- we may write telling you that we are treating the contract as having been terminated with effect from the fraudulent act.

If we do write to you telling you that we are treating this policy as having been terminated:

- we will not be liable to you in respect of any relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under this policy (such as a loss, the making of a claim, or the notification of a potential claim), and
- we need not return any of the premium paid.

If this policy provides cover for any person who is not a party to the contract of insurance ('a covered person', for example a director or officer or an insured person), and a fraudulent claim is made under this policy by or on behalf of a covered person, we may exercise the same rights as above as if there was an individual contract of insurance between the covered person and us. However, the exercise of any of these rights shall not affect the cover provided under this policy for any other person.

In respect of any fraudulent claim under the directors and officers liability section of cover, we will not exercise our right to treat this policy as having been terminated.

Our reliance on the information provided to us

In deciding to accept this policy and in setting the terms and premium we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all

information provided is accurate and complete.

If you become aware that information you have given us is inaccurate you must inform us as soon as practicable.

The information you have provided us constitutes your fair presentation of risk. A 'fair presentation of the risk' is one

- which discloses to us every material circumstance which you know of or ought to know of, or
 - gives us sufficient information to put us on notice that we will need to make further enquiries for the purpose of revealing those material circumstances, and
 - which makes that disclosure in a manner which is reasonably clear and accessible to us

and

- in which every material representation as to a matter of fact is substantially correct and every material representation as to a matter of expectation or belief is made in good faith.

A 'material circumstance' is one that would influence our decision as to whether or not to agree to insure you and, if so, the terms of that insurance. If you are in any doubt as to whether a circumstance is material you should disclose it to us.

If you fail to make a fair presentation of risk there are a number of remedies available to us which are set out in general condition 7 (breach of the duty of fair presentation) in the section 'conditions that apply to this policy as a whole (general conditions)'.

We will write to you if we intend to take one of these remedies.

How to cancel this policy

You can cancel this insurance (other than the directors and officers liability section of cover) at any time by writing to your broker.

We can cancel this insurance (other than the directors and officers liability section of cover) by giving you 30 days written notice. We will only do this for a valid reason, examples of valid reasons are:

- a change in risk occurring which means we can no longer provide you with insurance cover
- non-cooperation or failure to supply any information or documentation we request.

Cooling-off period

This policy has a cooling-off period of 14 days from either:

- the date you receive this insurance policy, or
- the start of the period of insurance shown in the policy schedule

whichever is the later.

Refund of premium

If we pay (or have agreed to pay) any claim, in whole or in part, then no refund of premium will be allowed.

If we haven't paid (or agreed to pay) any claim, in whole or in part, then:

- if we cancel this policy you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. This will be calculated on a proportional

basis. For example, if you have been covered for 6 months and the period of insurance shown in the policy schedule is for 12 months, the deduction for the time you have been covered will be half the annual premium.

- if you cancel this policy within the cooling-off period we will return to you all of the premium paid without any deduction.
- if you cancel this policy outside the cooling-off period you will be entitled to a refund of any premium paid, subject to a deduction for any time for which you have been covered. This will be calculated on a proportional basis.

If the premium is paid by instalments the way we calculate the return premium may differ, please refer to general condition 2 (premium payment).

How to make a complaint

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

If you have any questions or concerns about your policy or the handling of a claim you should, in the first instance, contact your insurance broker.

In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by either writing to:

Markel (UK) Limited
Verity House
6 Canal Wharf
Leeds
LS11 5AS

or to:

Markel International Insurance Company Ltd
20 Fenchurch Street
London
EC3M 3AZ

Complaints that cannot be resolved in this way may be referred to the Financial Ombudsman Service.

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online Dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service - this process is free and conducted entirely online.

You can access the ODR platform on <http://ec.europa.eu/odr>

The Financial Ombudsman Service (FOS)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find out more information on the FOS at www.financial-ombudsman.org.uk

The contact details for the FOS are:
The Financial Ombudsman Service,
Exchange Tower, London E14 9SR

Telephone: 0800 023 4567 (calls to this number are free from 'fixed lines' in the UK), or

0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile tariffs in the UK)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

In certain situations you will not be able to refer your complaint to the Financial Ombudsman Service.

If you are a large business with an annual turnover of over two million euros (or the equivalent in pounds sterling) and you employ more than 10 employees, you are not eligible to refer your complaint to the Financial Ombudsman Service. If you are unsure whether you are able to refer your complaint, please contact the Financial Ombudsman Service.

Making a complaint does not affect your right to take legal action.

Details of the Financial Services Compensation Scheme

Under the Financial Services & Markets Act 2000 you may be able to claim from the Financial Services Compensation Scheme. The level of compensation is different depending on the type of cover you hold:

- compulsory insurance, such as employer's liability, is covered for 100% of the claim
- for other insurances 90% of the claim is covered with no upper limit
- further information can be obtained by visiting the Financial Services Compensation Scheme website on www.fscs.org.uk <<http://www.fscs.org.uk/>> or by telephoning 0800 678 1100 or 020 7741 4100

Language

This policy and all correspondence between you and us in relation to this policy (including any correspondence in relation to a claim) shall be in English.

Regulatory authorities

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services number 202570) and registered in England with company number 966670 with a registered office at 20 Fenchurch Street, London EC3M 3AZ.

Data protection

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). We collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

This information includes individual insureds' details such as their name and address (and may include more sensitive details such as information about their health and criminal convictions).

We will process individual insureds' details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our full Market privacy notice, a copy of which is available online at <http://www.markelinternational.com/foot/privacy-policy/> or on request.

Information notices

To enable us to use individual insureds' details in accordance with current data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured our short form information notice set out in our proposal forms or risk profiles on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

Minimisation and notification

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You must promptly notify us if an individual insured contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

Rights of third parties

A person who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 (or any amendment or re-enactment of the Act) to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

Sanctions limitation

We will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

Brexit

We will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where the regulatory risk location is within the European Economic Area (EEA) excluding the United Kingdom.

Choice of law

The law of England and Wales will apply to this contract unless at the commencement of the period of insurance shown in the policy schedule you are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, in which case (in the absence of agreement to the contrary) the law of Scotland will apply.

Any legal proceedings between you and us in connection with this policy will take place in the courts of the part of the United Kingdom in which you live or have your registered office.

Words with special meanings that apply throughout this policy (general definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this policy. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Insured, you, your, yours. The meaning of these words can vary depending upon which section of cover they appear in. Their meaning is given under 'words with special meanings' under each section of cover.

When these words appear in 'claims conditions that apply to this policy as a whole (claims conditions)' or 'other conditions that apply to this policy as a whole (general conditions)', then they shall have the meaning which is given in the relevant section of cover.

Business means your activities, profession or occupation that you have told us about and which we have confirmed are acceptable to us for the purpose of this insurance.

Computer equipment means any

- computer
- electronic data processing device, equipment or system

and includes any

- hardware
- software program instruction
- data
- component

utilised or intended to be utilised in or by the computer or electronic data processing device, equipment or system.

Computer virus means any corrupting, harmful or unauthorised instructions or code that spreads itself through a computer system or network including malware, 'Trojan horses', 'worms' or 'time or logic bombs'.

Contamination means the

- contamination
- poisoning
- prevention or limitation of use

of objects due to the effects of chemical or biological substances.

Costs and expenses means legal costs and expenses incurred

- by us, or

- by you (provided we have agreed with you in writing that you may incur these costs and expenses)

but does not include

- damages and costs awarded against you
- any kind of payment for work or service due to you.

Crisis response service means public relations specialist services that we provide.

Cyber incident means any

- incident, or
- series of incidents, or
- threat, or
- hoax

involving

- the use or operation of any computer equipment, or
- the access to, processing, transmission, storage or use of any electronic data
- hoax

Discovery period means the period immediately following the expiry of the period of insurance shown in the policy schedule during which

- a claim, or
- circumstance for which cover is provided under the appropriate section of cover

can be reported to us.

Mould means any permanent or impermanent fungus (including mould or mildew but not including dry rot) or any of the spores, scents or by-products produced by a fungus regardless of whether or not they are proved to have caused any disease, injury or damage.

Mould event means any actual, alleged or threat of:

- contact with
- exposure to
- inhalation of
- absorption of
- discharge of
- dispersal of
- seepage of
- migration of
- release of
- escape of
- presence of

- growth of

mould.

Our, us, we means Markel International Insurance Company Limited.

Pollution means the

- discharge
- dispersal
- release, or
- escape

of any irritant or contaminant.

Proposal means all the information supplied to us (whether by written, electronic or any other means) for the purpose of effecting this policy.

Terrorism means any act of terrorism (including the use or threat of violence) of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for:

- political
- religious
- ideological
- or similar purposes including the intention to influence or overthrow any government (whether by right or not) and/or
- putting the public or any section of the public in fear.

United Kingdom means England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Unlawful association means any unlawful organisation which is engaged in terrorism including any organisation which at any relevant time is a proscribed organisation within the meaning of the Terrorism Act 2000 or any amendment or re-enactment of that act.

War means

- war
- invasion
- act of foreign enemies
- hostilities or warlike operations (whether or not war is declared)
- civil war
- rebellion
- revolution

- insurrection
- civil commotion assuming the proportions of or amounting to an uprising
- mutiny or usurped power.

SPECIMEN

Claims conditions that apply to this policy as a whole (claims conditions)

1 Notification of claims

You must notify us in writing as soon as possible in respect of all other claims or requests for payment of

- any claim made against you or a director or officer
- the receipt of any communication of an intention to make a claim against you or a director or officer
- the discovery of any act of fraud or dishonesty by any employee or any reasonable cause for suspicion of fraud or dishonesty by an employee
- any circumstance of which you or a director or officer shall become aware which is likely to give rise to
 - a claim against you or a director or officer, or
 - the instigation of disqualification proceedings, investigation, environmental proceedings, tax investigation or extradition proceedings, or
 - you or a director or officer seeking payment under this policy

you must give us

- your reasons for your anticipation of a claim, disqualification proceedings, investigation, environmental proceedings, tax investigation or extradition proceedings, or request for payment, and
- full details of dates and persons involved

Your notification to us must be within the period of insurance shown in the policy schedule.

If you comply with the above then any subsequent

- claim made, or
- disqualification proceedings, investigation, environmental proceedings, tax investigation or extradition proceedings instigated, or
- request for payment

will be regarded as having been made, instigated or requested during the period of insurance shown in the policy schedule.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

2 General claims handling

- you must give us the information and co-operation that we may reasonably request
- you must not do anything which might prejudice us
- you must take all reasonable steps to prevent any further claim or request for payment under this

policy

- you must not admit liability or settle any claim or incur any costs and expenses without our written consent

and, in respect of subsection k (public relations crisis management) of the directors and officers liability section of cover, subsection a (public relations crisis management) of the entity defence section of cover, subsection a (data loss) and subsection h (public relations crisis management) of the cyber and data risks section of cover

- you must comply with our recommendations or the recommendations of our public relations specialist and/or our IT security specialist as directed
- take all reasonable and practicable measures to avoid or reduce costs relating to the crisis or data breach.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

3 Defence of claims

- we are entitled to take over the defence or settlement of any claim in your name
- under the professional liability section of cover and the employment law protection section of cover, you will not be required to contest any legal proceedings unless a mutually agreed counsel advises that the proceedings should be contested.
- you are entitled at your own risk to contest any claim or legal proceedings which in our opinion should be compromised or settled but, if you choose to do this, we will not be liable for any loss incurred as a result of your refusal to compromise or settle the claim or legal proceedings.
- in respect of the directors and officers liability section of cover,
 - o you or the director or officer have a duty to defend any claim, disqualification proceedings, investigation, environmental proceedings, tax investigation or extradition proceedings.
 - o we have the right, but not the obligation, to actively associate with you or the director or officer in the settlement or handling of any claim, disqualification proceedings, investigation, environmental proceedings, tax investigation or extradition proceedings.
 - o you have the right, subject to our written consent, to appoint any appropriately qualified legal representative to deal with any claim notified to us in accordance with claims condition 1 (notification of claims).

4 Payment of indemnity limit

We are entitled at any time to pay you or the director or officer:

- the limit (or as much of it as remains available), or
- any lesser sum for which any claim can be settled.

If we do this we will not be under any further liability to you or the director or officer in respect of the claim.

5 Loss of documents

Any payment under subsection b (loss of documents) of the professional liability section of cover must be supported by bills or accounts which will be subject to our approval.

Other conditions that apply to this policy as a whole (general conditions)

1 Subrogation

We will be entitled to take over and undertake in your name, or in the name of the director or officer, all your rights of recovery against anyone before or after any payment under this policy.

You or the director or officer will give us all the assistance we may require to exercise those rights of recovery.

We agree not to exercise those rights under the professional liability and the cyber and data risks sections of cover against any director or member of yours or any employee unless the claim is brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the director, member or employee.

2 Premium payment

Despite any other conditions relating to cancellation, if payment of the premium has been arranged on a deferred basis with a premium finance company which has entered into a contractual agreement with Markel (UK) Limited to provide premium credit facilities, then it is agreed that

- if payment of any instalment to the premium finance company is overdue, Markel (UK) Limited may, in accordance with the authority granted to the premium finance company by you under the terms of the Credit Agreement, accept cancellation instructions from the premium finance company and will allow a return pro-rata premium to the premium finance company provided there have been no claims or circumstances known or reported to us during the period of insurance shown in the policy schedule
- all premiums due or returned will be processed by the premium finance company in accordance with the Credit Agreement.

3 Notice

Any notice under this policy will be regarded as given

- to us if sent by first class prepaid post to Markel (UK) Limited, Verity House, 6 Canal Wharf, Leeds, LS11 5AS
- to you or the director or officer if sent by post to your last known address.

4 Multiple insureds

Our liability under each section of cover is as shown in the section of cover. Our liability shall not be varied or regarded as varied because of the number or type of insureds or claims under the section of cover.

5 Non-aggregation

If payment is available under more than one section of cover the total amount payable under any one section of cover will be reduced by any amount payable under any other section of cover.

6 Breach of terms not relevant to the actual loss

If you or the director or officer fail to comply with a term (express or implied) of this policy (other than a term that defines the risk as a whole) and compliance with the term would tend to reduce the risk of a loss, either

- of a particular kind, and/or
- at a particular location, and/or
- at a particular time

We cannot rely on the breach of the term to exclude, limit or discharge our liability under this policy if you or the director or officer show that the failure to comply with the term could not have increased the risk of loss which actually occurred in the circumstances in which it occurred.

7 Breach of the duty of fair presentation

(a) breach of duty prior to entering into the contract of insurance

If you or the director or officer breach the duty of fair presentation prior to entering into this insurance contract, the remedies available to us are:

- if the breach of the duty of fair presentation is deliberate or reckless:
 - we may avoid this policy and refuse all requests for payment, and
 - we need not return any of the premium paid
- if the breach of the duty of fair presentation is not deliberate or reckless, our remedy will depend upon what we would have done if you or the director or officer had complied with the duty of fair presentation
 - if we would not have entered into the contract of insurance at all we may avoid this policy and refuse all requests for payment and will return the premium paid
 - if we would have entered into the contract of insurance but on different terms (other than terms relating to the premium), this policy will be treated as if it had been entered into on those different terms from the outset
 - in addition, if we would have entered into the contract but would have charged a higher premium we may proportionately reduce the amount to be paid under this policy and, if applicable, any amount already paid in the same proportion as the premium we would have charged bears to the premium actually charged

(b) breach of duty prior to entering into a variation of this contract of insurance

If you or the director or officer breach the duty of fair presentation prior to entering into a variation of this insurance contract, the remedies available to us are:

- if the breach of the duty of fair presentation is deliberate or reckless:
 - we may treat this policy as having been terminated from the time when the variation was concluded, and
 - we need not return any of the premium paid
- if the breach of the duty of fair presentation is not deliberate or reckless, our remedy will depend upon what we would have done if you or the director or officer had complied with the duty of fair presentation
 - if we would not have agreed to the variation at all we may treat the contract as if the variation was never made and will return any extra premium paid

- if we would have agreed to the variation but on different terms (other than terms relating to the premium), the variation will be treated as if it had been entered into on those different terms from the outset

in addition, if either

- we would have increased the premium by more than we did or at all, or
- we would not have reduced the premium as much as we did or at all, then

we may proportionally reduce the amount to be paid under this policy arising out of events after the variation.

8 Calibration procedures and maintenance

You must ensure that all equipment utilised for the purpose of your business and/or professional services is calibrated and/or maintained in accordance with the manufacturer's recommendations.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

9 Maintenance of rights and remedies

You must maintain all your rights and remedies against all service providers, designers, consultants or contractors that you engage.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

Professional liability

What is covered

a1 Civil liability

We will pay you for your legal liability for damages and costs awarded against you arising from any claim first made against you and reported to us during the period of insurance shown in the policy schedule which arises from any actual or alleged

- negligence
- unintentional breach of confidentiality
- unintentional breach of copyright
- libel, slander or defamation
- any other actual or alleged act, error or omission that results in a civil liability

committed during the carrying out of the professional activities and duties in connection with the services.

a2 Construction Act adjudication clause

We will also pay you for your legal liability for an adjudicator's award made against you under a procedure complying with the Housing Grants Construction and Regeneration Act 1996 (or any legislation amending or re-enacting the Act) arising from a claim that would otherwise be covered under cover subsection a1 (civil liability) above.

(If you are in any doubt as to the terms and effect of this clause you may call our claims department on 0345 355 2227; for example, whether you should notify us that you are proposing to serve a notice of intention to refer a dispute to adjudication under the Act in circumstances which could give rise to a claim against you).

What we will pay

In addition we will pay

- your costs and expenses resulting from the claim or adjudication
- mitigation costs.

However, the most we will pay in the period of insurance shown in the policy schedule for all claims plus all awards made against you by an adjudicator plus all costs and expenses plus all mitigation costs is the limit.

We will not pay the excess. This must be paid by you. The excess applies to your legal liability for damages, adjudicator's awards, costs and expenses and mitigation costs in respect of each claim or series of claims arising from the same original cause.

b Loss of documents

We will pay you the amount of money spent by you in replacing or restoring any document which, during the period of insurance shown in the policy schedule, has been either

- physically destroyed or damaged, or

- lost or mislaid and which cannot be found after careful search

and which is reported to us during that same period of insurance.

What we will pay

The total amount we will pay during the period of insurance shown in the policy schedule is £100,000

We will not pay you if the destruction, damage, loss or mislaying of the document arises in any way from the

- failure, or
- the failure to produce the desired or intended result

of any programme, instruction or data for use in any computer or other electronic data processing device, equipment or system occasioned other than through its physical destruction or damage.

c Compensation for court attendance

If at our request

- any director or partner of yours, or
- any employee

attends a court as a witness in connection with a claim we will pay you the following amounts:

- for any director or partner £500 per day
- for any employee £250 per day

for each day on which attendance is required.

d Discovery period

If we refuse to renew this section of cover (professional liability) for reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy,

or if you decline to accept our renewal terms, then you shall automatically be entitled to a 30 day discovery period.

The discovery period shall only apply to wrongful acts first committed or allegedly committed during the period of insurance shown in the policy schedule.

You will not be entitled to any discovery period if other insurance has been bought with the intention of providing equivalent cover for any part of the discovery period.

e Construction (Design and Management) Regulations

We will pay your costs and expenses which you become subject to with our written consent in the defence of any proceedings brought under the Construction (Design and Management) Regulations (CDM) made under the Health and Safety at Work Act 1974.

However, we will only agree to pay these costs and expenses if we believe that defending the proceedings would be of benefit against any civil action, brought at the same time as or following the

proceedings, that might result in a claim under this section of cover.

Any civil action arising out of any proceedings notified to us under this endorsement will be considered to have been notified in accordance with claims condition 1 (notification of claims) of this policy.

The total amount we will pay during the period of insurance shown in the policy schedule in respect of all these costs and expenses is £100,000

We will not pay you for the first £1,000 of your costs and expenses in respect of each separate proceedings. This must be paid by you

What is not covered (exclusions)

1 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- war and/or terrorism
- any action taken in controlling, preventing or suppressing war and/or terrorism
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- contamination due to terrorism

If we allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon you.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in

full force and effect.

4 Mould

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from mould or a mould event.

5 Other insurance

We will not pay you where you have a right to payment under any other insurance.

However, if you have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by us then the amount that we will pay under this insurance will be reduced by the amount that we pay under the other insurance.

6 Legal action

We will not pay you

- where the claim is brought in a court of law outside the jurisdiction shown in the policy schedule for this section of cover, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgment.

7 Employers liability

We will not pay you where your legal liability arises in any way from

- injury to any employee that results from their employment by you, or
- a breach of your responsibility as an employer to any employee or prospective employee.

8 Machinery, plant, vehicles etc.

We will not pay you where your legal liability arises in any way from the ownership, possession or use by you or on your behalf of any

- machinery
- plant
- aircraft
- watercraft, or
- mechanically propelled vehicle.

9 Dishonest and malicious acts

We will not pay you where your legal liability results from any

- dishonest
- fraudulent
- criminal, or
- malicious

act or omission committed by any person after the discovery of reasonable cause for suspicion of that person.

In addition:

- no one will be entitled to payment in respect of any legal liability and/or costs and expenses resulting from their dishonest, fraudulent, criminal or malicious act or omission or from condoning such an act or omission.
- we will deduct from any amount payable by us:
 - any amounts due from you to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
 - any amounts held by you and owed to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
 - any amount recovered following action in accordance with general condition 1 (subrogation) of this policy.

10 Penalties, liquidated damages and collateral warranties

We will not pay you where your legal liability arises from any agreement you have entered into to pay penalties or liquidated damages if your liability is increased beyond that applicable in the absence of the agreement.

Where you have entered into agreements in respect of collateral warranties, duty of care agreements or similar agreements,

- we will not pay you where your legal liability arises from
 - any express terms guaranteeing or warranting the fitness for purpose of works which are subject to that agreement unless your liability can be shown to be due to your breach of reasonable care and skill
 - any express guarantee that the works will satisfy any particular performance specification or any express guarantee relating to the period of the project
- we will not pay you if and to the extent that the scope and/or period of your liability under the agreement exceeds the scope and/or period of your liability under the contract to which the agreement is supplemental.

11 Joint ventures

If you are part of a joint venture or consortium we will only cover you for your legal liability arising from your own acts or omissions; we will not pay you where your legal liability arises from the acts or omissions of other members of the joint venture or consortium.

12 Circumstances known at inception

If you knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then we will not pay you for any legal liability that arises from such circumstances.

13 Retroactive date

We will not pay you where your legal liability arises from the carrying out of your services prior to the retroactive date.

14 Pollution

We will not pay you where your legal liability arises from or in any way involves pollution.

15 Insolvency and bankruptcy

We will not pay you where your legal liability arises in any way from your insolvency or bankruptcy.

16 Financial interest

We will not pay you for any claim made against you by

- any parent company, ultimate holding company or subsidiary company, or
- any person or entity having a financial, executive or controlling interest in your operation, or
- any company or entity in which you or any director, member or partner of yours has a financial, executive or controlling interest.

However, we will pay you if the claim is one for payment or contribution in respect of a claim made by an independent third party against the company, person or entity making the claim against you.

17 Trading losses

We will not pay you where your legal liability arises in any way from any

- trading losses, or
- trading liabilities, or
- any debts incurred

by any business managed by or carried on by you.

18 Directors and officers

We will not pay you where your legal liability arises in any way from or involves the performance or non-performance by

- you, or
- any director or member of yours, or
- any employee

of any duties as a director or officer of any company.

19 Asbestos

We will not pay you where your legal liability arises in any way from or involves the

- manufacture
- mining
- processing
- distribution
- testing

- remediation
- removal
- storage
- disposal
- use

or exposure to asbestos or materials or products containing asbestos.

20 Intellectual property rights

We will not pay you for any claim alleging any breach of intellectual property rights including:

- copyright
- patent
- registered design
- trade mark
- passing off

However, we will pay you if the claim alleges unintentional breach of confidentiality or unintentional breach of copyright

21 Land and buildings etc.

We will not pay you where your legal liability arises in any way from the ownership, possession or use by you or on your behalf of any

- land
- buildings
- premises
- civil engineering structure
- part of any building occupied or rented by you,
- property belonging to you or in your care, custody or control

However, this exclusion will not apply where the land, buildings, premises or civil engineering structure

- is owned, used or occupied by you or is in your possession for the sole or dominant purpose of performing your professional activities and duties for any customer, client or other person, or
- which forms part of any permanent or temporary works for any contract in which you are

involved.

22 Estimates and tenders

We will not pay you where your legal liability arises in any way from

- you providing any estimate or estimates of construction (unless the estimates are compiled by professionally qualified quantity surveyors)
- your deliberate decision to tender for a contract at less than economic terms for commercial or goodwill reasons

23 Insurance and finance

We will not pay you where your legal liability arises in any way from

- the effecting or failure to effect or maintain insurance
- the provision of finance and/or advice on any financial matters.

24 Construction Act

We will not pay you under subsection a1 (civil liability) where your legal liability arises in any way from a claim relating to a construction contract (as defined by the Housing Grants Construction and Regeneration Act 1996, or any legislation amending or re-enacting the Act) being referred to adjudication under a procedure complying with the Act or otherwise.

We will not pay you under subsection a2 (Construction Act adjudication clause) where

- you have agreed to accept the decision of an adjudicator as finally determining the dispute that is the subject of the claim
- you have agreed to conditions or restrictions on the timing of commencement of legal or arbitration proceedings (but not adjudication proceedings) relating to any contract to which the Act applies in so far as those conditions or restrictions have an adverse effect on the position that would otherwise apply in their absence.

25 Cyber Liability

We will not pay you for any actual or alleged loss or legal liability arising in any way from any actual or alleged

- cyber incident
- the transmission of a computer virus
- recovering or reconstituting data

26 Fire safety

We will not pay **you** where **your** legal liability arises in any way from or in any way involves the combustibility or fire protection performance of

- facade materials, or
- cladding, or
- roofing, or

- glazing, or
- doors, or
- balconies, or
- signage, or
- external or internal wall systems

including any associated core, filler, insulation or fixings.

Conditions that apply to this section of cover

1 Specialist designers and consultants own insurance

If you engage any person, firm or company to provide specialist design or consultancy services, you must at the time of engagement make sure that they have their own professional indemnity insurance which provides cover

- to them for any negligent act, error or omission during the conduct of their activities or duties whilst acting on your behalf
- of not less than either
 - £250,000 for each and every claim, or
 - £1,000,000 in total during any one period of insurance

You must also see and record evidence of the professional indemnity insurance being in full force and effect.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

2 Construction Act

You must contest any adjudication process under the Housing Grants Construction and Regeneration Act 1996 (or any legislation amending or re-enacting the Act) if, at our absolute discretion and irrespective of whether or not a counsel agrees, we require you to do so.

Despite claims condition 1 (notification of claims) and general condition 3 (notice), you must notify us immediately (within two working days) during the period of insurance shown in the policy schedule of

- the receipt of a notice of an intention to refer a claim against you to an adjudicator, or
- any circumstances of which you become aware which might reasonably be expected to give rise to a claim against you being referred to an adjudicator.

You must give us

- your reasons for your anticipation of a claim, and
- full details of dates and persons involved.

If you comply with the above then any subsequent claim made will be regarded as having been made during the period of insurance shown in the policy schedule.

Your notification to us must be in writing addressed to Markel (UK) Limited and delivered preferably by

email to claimsuk@markel.com telephone number 0345 355 2227

If you fail to do this your claim may not be covered or the amount we pay you may be reduced

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Insured, you, your, yours means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule.

In the event of the death, incompetency, incapacity, bankruptcy or insolvency of any natural person named as the policyholder or partner or former partner of the policyholder then it also means

- the estate, and/or
- the heirs, and/or
- the legal representatives (including anyone to whom their rights or liabilities have been legally transferred or anyone appointed to act for them)

of the person or partner concerned.

In addition, if you request us to, we will pay the following persons in the same way that we would pay you provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as you are:

- any director or member of yours, or
- any employee

Document means

- all documents other than
 - stamps
 - currency
 - coins
 - bank notes and bullion
 - travellers cheques

- o cheques
- o postal orders
- o money orders
- o securities
- o negotiable instruments

and documents of the same kind.

- separable program, instruction or data for physical incorporation into any computer system

that belong to you or for which you are legally responsible and which are in your custody or control (or the custody or control of any person they have been entrusted, lodged or deposited by you) in the ordinary course of your services.

Employee means any person (other than a director of yours) who is (or was or who may be in the future):

- under a contract of service or apprenticeship with you, or
- under any work experience or similar scheme, or
- supplied to or hired in or borrowed by you, or
- self-employed persons

and who are working for you under your direct control in connection with the services.

Excess means the first amount of any claim for which you are responsible. The amount in respect of this section of cover is shown in the policy schedule.

Injury means

- bodily injury
- mental injury
- emotional distress
- shock
- sickness
- disease, or
- death

Limit means the maximum amount we will pay. The amount in respect of this section of cover is shown in the policy schedule.

Mitigation costs means costs and expenses that we have agreed to in writing that are necessary to mitigate a claim or potential claim that would be covered under this section of cover.

Professional activities and duties mean those services performed by you or on your behalf of any

- professional design or specification
- supervision of construction

- planning supervision
- feasibility study
- technical information calculation
- surveying

that is undertaken by or under the direction and direct control of either a

- qualified architect
- engineer
- surveyor
- any person having other relevant professional qualifications appropriate to the work undertaken
- any person having a minimum level of experience of five years in the work undertaken.

However, it does not mean any supervision by you of your own work or the work of your subcontractors where the supervision is undertaken in your capacity as a building engineer or contractor.

Retroactive date means either

- the date when this section of cover was first inceptioned, or
- where equivalent cover to that provided under this section of cover has been continuously maintained immediately prior to the inception of this section of cover, then it means the date that applied to that equivalent cover.

Services means those services performed by you or on your behalf in connection with your business that you have told us about and which we have confirmed are acceptable to us for the purpose of this insurance.

Wrongful act means any actual or alleged

- negligence
- unintentional breach of confidentiality
- unintentional breach of copyright
- libel, slander or defamation
- any other actual or alleged act, error or omission during the carrying out of the professional activities and duties that results in a civil liability

Directors and Officers liability

What is covered

a Directors and officers liability

We will pay any director or officer for their legal liability for damages and costs awarded against them arising from any claim first made against them and reported to us during the period of insurance shown in the policy schedule which arises from any actual or alleged wrongful act, error or omission committed or attempted by a director or officer during the performance of their duties as a director or officer of yours including

- breach of any duty including fiduciary or statutory duty
- breach of trust
- negligence, negligent statement, misleading statement or negligent misrepresentation
- libel, slander or defamation
- wrongful trading as defined under United Kingdom law
- breach of warranty or authority
- or any other act, error or omission committed by them in their capacity of a director or officer of yours.

Related, continuous or repeated wrongful acts, or wrongful acts that are connected by the same cause, shall constitute a single wrongful act.

In addition we will pay

- the director and officer's costs and expenses resulting from the claim.
- punitive or exemplary damages awarded against the director or officer where the payment is lawfully allowed under this policy.
- the premium paid by the director or officer for insurance or bonds which, in certain jurisdictions, are required to begin an appeal.

If claims are made against both you and the director or officer and those claims arise from the same wrongful act, we will pay the director or officer's costs and expenses in full even if those costs and expenses incidentally benefit you. However, this does not apply if the wrongful act is an employment wrongful act.

However, if you are legally allowed to pay the director or officer under your Memorandum or Articles of Association, trust deed, constitution or charter for their legal liability and we reimburse you or make that payment on your behalf under subsection of cover h (company reimbursement) below, then we will not make any payment under this subsection of cover a (directors and officers liability).

b Outside board cover

We will pay any director or officer for their legal liability for damages and costs awarded against them arising from any claim first made against them and reported to us during the period of insurance shown in the policy schedule which arises from any actual or alleged wrongful act, error or omission committed or attempted by a director or officer during the performance of their duties as a director or officer of the outside company when they hold the position of director or officer at your written request

including

- breach of any duty including fiduciary or statutory duty
- breach of trust
- negligence, negligent statement, misleading statement or negligent misrepresentation
- libel, slander or defamation
- wrongful trading as defined under United Kingdom law
- breach of warranty or authority, or
- any other act, error or omission committed by them in their capacity of a director or officer of the outside company.

Related, continuous or repeated wrongful acts, or wrongful acts that are connected by the same cause, shall constitute a single wrongful act.

In addition we will pay

- the director and officer's costs and expenses resulting from the claim.
- punitive or exemplary damages awarded against the director or officer where the payment is lawfully allowed under this policy.
- the premium paid by the director or officer for insurance or bonds which, in certain jurisdictions, are required to begin an appeal.

However, we will not pay any amount which the director or officer recovers from you and where we pay you under subsection of cover h (company reimbursement) below.

c Disqualification proceedings

We will pay any director or officer for costs and expenses arising from disqualification proceedings which are first ordered or commissioned and reported to us during the period of insurance shown in the policy schedule.

However, we will not pay any amount which the director or officer recovers from the company and where we pay the company under subsection of cover h (company reimbursement) below.

d Investigation costs

We will pay any director or officer for costs and expenses arising from an investigation which is first ordered or commissioned and reported to us during the period of insurance shown in the policy schedule.

However, we will not pay any amount which the director or officer recovers from you and where we pay you under subsection of cover h (company reimbursement) below.

e Environmental proceedings

We will pay any director or officer for costs and expenses arising from environmental proceedings which are first ordered or commissioned and reported to us during the period of insurance shown in the policy schedule.

However, we will not pay any amount which the director or officer recovers from you and where we pay you under subsection of cover h (company reimbursement) below.

f Extradition proceedings

We will pay any director or officer for costs and expenses arising from extradition proceedings which are first ordered or commissioned and reported to us during the period of insurance shown in the policy schedule.

However, we will not pay any amount which the director or officer recovers from you and where we pay you under subsection of cover h (company reimbursement) below.

g Manslaughter claims cover

We will pay any director or officer for costs and expenses arising from proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any legislation amending or re-enacting the Act) which are first ordered or commissioned and reported to us during the period of insurance shown in the policy schedule.

However, we will not pay any amount which the director or officer recovers from you and where we pay you under subsection of cover h (company reimbursement) below.

h Company reimbursement

If you are legally allowed to pay on behalf of a director or officer any amount which the director or officer would otherwise be entitled to payment by us under subsection of cover

- a (directors and officers liability)
- c (disqualification proceedings)
- d (investigation costs)
- e (environmental proceedings)
- f (extradition proceedings)
- g (manslaughter claims cover)

then we will reimburse you for that payment.

i Discovery period

If we refuse to renew this section of cover for reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy,

or if any director or officer or you declines to accept our renewal terms, then the director or officer or you shall automatically be entitled to a 30 day discovery period.

The discovery period shall only apply to:

- wrongful acts
- disqualification proceedings
- investigations
- environmental proceedings
- extradition proceedings

- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007

first committed or allegedly committed, ordered or commissioned during the period of insurance shown in the policy schedule.

The discovery period can be extended from 30 days to:

- 90 days subject to an immediate payment to us of 25% of the premium applicable to this section of cover.
- 180 days subject to an immediate payment to us of 50% of the premium applicable to this section of cover.
- 12 calendar months subject to an immediate payment to us of 100% of the premium applicable to this section of cover.

The extension of the discovery period must be requested within 30 days of the expiry of the period of insurance shown in the policy schedule and can only be extended once.

The director or officer or you shall not be entitled to any discovery period if other insurance has been bought with the intention of providing equivalent cover for any part of the discovery period.

If a discovery period is also provided under subsection of cover j (retired directors or officers) then the two discovery periods shall run concurrently.

j Retired directors or officers

If, for any reason, we or any director or officer or you refuse to renew this section of cover a retired director or officer shall automatically be entitled to a 72 calendar months discovery period.

The discovery period shall only apply to:

- wrongful acts
- disqualification proceedings
- investigations
- environmental proceedings
- extradition proceedings
- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007

first committed or allegedly committed, ordered or commissioned during the period of insurance shown in the policy schedule.

The retired director or officer shall not be entitled to any discovery period if other insurance has been bought with the intention of providing equivalent cover for any part of the discovery period.

If a discovery period is also provided under subsection of cover i (discovery period) then the two discovery periods shall run concurrently.

k Public relations crisis management

We will pay any director or officer for costs resulting from the use, with our prior agreement, of the crisis response service following a crisis.

In addition we will pay any other related costs agreed with us.

l Non-executive directors

If the limit of this section of cover and any other cover that the director and officer is entitled to is completely used up, we will consider the limit to be increased by a further 10% but only in respect of costs and expenses incurred in the director or officer's capacity as a non-executive director of yours.

m Emergency costs and expenses

If our prior written consent cannot reasonably be obtained before a director or officer becomes subject to costs and expenses (or costs resulting from the use of the crisis response service) then we will agree to pay these up to a maximum of 10% of the limit.

n Compensation for court attendance

If at our request

- any director or partner of yours, or
- any employee

attends a court as a witness in connection with a claim we will pay you the following amounts:

- for any director or partner £500 per day
- for any employee £250 per day

for each day on which attendance is required.

What we will pay

The most we will pay in the period of insurance shown in the policy schedule for

- all claims in total, plus
- all costs and expenses, plus
- all punitive or exemplary damages, plus
- all premiums for insurance or bonds required to begin an appeal,

is the limit.

The most we will pay in the period of insurance shown in the policy schedule for costs resulting from the use of the crisis response service is £25,000. This amount is in addition to the limit.

The most we will pay in the period of insurance shown in the policy schedule for costs and expenses arising from environmental proceedings is £250,000. This amount is not in addition to the limit.

Under subsection of cover h (company reimbursement) we will not pay the excess where:

- action for damages is brought in a court of law of, or costs and expenses arise within, the United States of America, or
- action is brought in a court of law elsewhere to enforce a judgment of a court of law of the United States of America.

This amount must be paid by you.

What is not covered (exclusions)

1 Fines and penalties

We will not pay you or the director or officer for any fine or penalty

2 Radioactive contaminations and sonic bangs etc

We will not pay you or the director or officer for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay you or the director or officer for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- war and/or terrorism
- any action taken in controlling, preventing or suppressing war and/or terrorism
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- contamination due to terrorism

If we allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon you and/or the director or officer.

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

4 Mould

We will not pay you or the director or officer for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from mould or a mould event.

5 Other insurance

We will not pay a director or officer or you where they or you have a right to payment under any other insurance.

However, if they have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by us then the amount

that we will pay under this insurance will be reduced by the amount that we pay under the other insurance

6 Legal action

We will not pay a director or officer or you

- where the claim is brought in a court of law outside the jurisdiction shown in the policy schedule for this section of cover, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgment.
- where disqualification proceedings, investigation, environmental proceedings or extradition proceedings are ordered or commissioned outside that jurisdiction.

7 Employment disputes

If

- you are an unincorporated body, or
- if the employment law protection section of cover has been chosen

then we will not pay a director or officer or you for

- an employment wrongful act
- an investigation in respect of employment discrimination or health and safety.

8 Dishonest and malicious acts

We will not pay a director or officer or you if the director or officer admits to dishonest, fraudulent or malicious conduct or if this is established in a judgment or final ruling.

This exclusion does not apply to any shareholder action where the loss in value of the share capital is a result of the dishonest, fraudulent or malicious conduct of the director or officer.

9 Remuneration

We will not pay a director or officer or you to the extent of any remuneration of any kind that is due to any director or officer or employee.

10 Prior and pending litigation

We will not cover any claim made against any director or officer or you or pay any costs and expenses arising from

- a wrongful act
- disqualification proceedings
- an investigation
- environmental proceedings
- extradition proceedings
- any proceedings brought under the Corporate Manslaughter and Corporate Homicide Act

arising in any way from any previous or known litigation or proceedings (including allegations from the same or essentially the same facts) involving a director or officer, you or an outside company that was first started prior to the date that this section of cover came into force.

We will not cover any claim, proceedings or circumstances which have been reported or notified under any contract of insurance which this section of cover renews or replaces.

11 Pollution

We will not pay a director or officer or you in respect of any claim or proceedings arising from or in any way involving pollution.

This exclusion does not apply to subsection of cover e (environmental proceedings).

This exclusion does not apply to any shareholder action where the loss in value of the share capital is a result of pollution.

12 Injury or property damage

We will not cover any claim for

- injury to any person
- loss, damage, destruction or loss of use of property.

This exclusion does not apply to emotional distress arising from

- libel, slander or defamation
- employment wrongful act (provided the employment law protection section of cover has not been chosen)

This exclusion does not apply to the criminal prosecution of any director or officer for manslaughter in relation to your activities,

This exclusion does not apply to any shareholder action where the loss in value of the share capital is a result of injury or loss, damage, destruction or loss of use of property.

13 Pension funds

We will not pay a director or officer or you in respect of any claim or proceedings arising from the director or officer acting in the capacity of trustee or administrator of any pension, retirement or superannuation scheme or programme created for the benefit of a director or officer or employee.

14 Takeover or merger

We will not cover any actual or alleged wrongful act committed or attempted after the effective date of your takeover or merger by or with any person or entity.

We will not cover any disqualification proceedings, investigations, environmental proceedings or extradition proceedings instigated after the effective date of your takeover or merger by or with any person or entity.

15 Professional duties to third parties

We will not cover any claim made by a third party for any breach of any professional duty owed to that party.

This exclusion does not apply to any shareholder action where the loss in value of the share capital

is a result of breach of professional duty owed.

16 Claims made by any outside company

We will not cover any claim made by or on behalf of any outside company and/or any director, officer or trustee of the outside company.

This exclusion does not apply to

- any claim in respect of any employment wrongful act concerning the employment of the director or officer of the outside company
- any claim brought by any shareholder or bondholder of the outside company (which is made without any solicitation by, or assistance or participation of, any director, officer or trustee) due solely to any actual or alleged loss in value of the share capital of the outside company
- costs and expenses in the defence of any claim made by or on behalf of any outside company and/or any director, officer or trustee of the outside company
- any claim for contribution brought by any director, officer or trustee of the outside company if the claim directly results from any other claim or payment under this section of cover
- any claim brought by any person who is no longer a director, officer or trustee of the outside company
- any claim brought by a liquidator, receiver or administrative receiver due to the insolvency of the outside company.

We will not cover any claim made by or on behalf of any person who controls more than 15% of the issued share capital of any outside company.

17 Punitive and exemplary damages (employment)

We will not cover the cost of any punitive or exemplary damages awarded in relation to any claim arising from or in any way involving an employment wrongful act.

This exclusion shall not apply to exemplary damages in respect of employment related libel, slander or defamation.

If the jurisdiction shown in the policy schedule for this section of cover includes the United States of America then the following exclusions also apply:

18 'Insured v. insured' (USA)

We will not cover any claim made against a director or officer brought by

- you, or
- any present or former holding company of yours, or
- any other director or officer, or
- any outside company

where the claim is brought

- within or subject to the laws of the United States of America, or
- anywhere else to enforce a judgment of a United States of America court.

This exclusion shall not apply to:

- any claim in respect of any employment wrongful act concerning the employment of the director or officer by the company
- any shareholder action
- the director or officer's costs and expenses in the defence of the claim
- any claim for contribution brought by any director or officer if the claim directly results from any other claim or payment under this section of cover
- any claim brought by any person who is no longer a director or officer
- any claim brought by a liquidator, receiver or administrative receiver due to your insolvency.

19 United States of America

- We will not cover any claim made against any director or officer or you or pay any costs and expenses arising from
- a wrongful act
- disqualification proceedings
- an investigation
- environmental proceedings
- extradition proceedings

caused by or relating to any breach of the following legislation of the United States of America:

- the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq., any amendments of this Act or any rules or regulations made under it.
- the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, the rules or regulations of the Securities Exchange Commission under either or both Acts, similar securities laws or regulations of any state, or any laws of any state relating to any transactions caused by, involving or relating to the sale of securities
- the Employment Retirement Income Security Act of 1974 as amended, or any rules or regulations made under it, or similar provisions of any federal, state or local law.

20 Cyber Liability

We will not pay you for any actual or alleged loss or legal liability arising in any way from any actual or alleged

- cyber incident
- the transmission of a computer virus
- recovering or reconstituting data

this exclusion does not apply to any shareholder action where the loss in value of the share capital is a result of your response to, or management of the incident.

Conditions that apply to this section of cover

1 Unintentional non-disclosure

You or the director or officer must have provided the proposal with reasonable skill and care and after having made all reasonable and appropriate enquiries.

Despite general condition 7 (breach of the duty of fair presentation):

- If you or the director or officer have made any misrepresentation or non-disclosure of any material facts or circumstances then we will not avoid this section of cover unless either:
 - we reasonably believe the misrepresentation or non-disclosure was deliberate or reckless; or
 - we would not have underwritten this section of cover on any terms if the facts or circumstances had been disclosed or not misrepresentedand provided that
 - where you or the director or officer should have notified us during a preceding period of insurance to that shown in the policy schedule of a claim or the instigation of disqualification proceedings, investigation, environmental proceedings or extradition proceedings and the cover to which you or the director or officer would have been entitled was in any way more restrictive than that provided at the date of notification we will only be liable to the extent available during that preceding period of insurance.
 - where you or the director or officer have prejudiced the handling or settlement of any claim, disqualification proceedings, investigation, environmental proceedings or extradition proceedings, the amount we will pay you will be reduced to the amount which, in our opinion, would have been payable in the absence of the prejudice.
- Subject to the above, if you or the director or officer make any misrepresentation or non-disclosure of any material facts and we would still have underwritten this section of cover but on different terms had the facts been disclosed or not misrepresented, then we may instead:
 - reduce proportionately the amount paid or payable on any claim by reference to the ratio which the premium actually charged bears to the premium which we would have charged had you or the director or officer told us about a material fact or circumstance. The same reduction will be applied to any claims which have already been paid and any overpayment of claims by us will be repaid by you or the director or officer; and/or
 - treat this section of cover as if it had included such additional terms (other than terms relating to premium) as we would have imposed had you or the director or officer told us about a material fact of circumstance. These additional terms will apply equally to existing, past and future claims.
- We will not deny payment on the grounds of the breach of claims conditions 1 (notification of claims) or 2 (general claims handling) of this policy subject to the above.

2 Cancellation

Neither a director or officer nor you has a right to cancel this section of cover or to reduce the cover provided.

We will only consider a request for cancellation or a reduction in cover if we are reasonably satisfied that the request has been sanctioned by all the directors or officers whose rights under this section of cover are or may be affected.

Whether or not we agree to a request for cancellation or reduction in cover is at our complete discretion.

3 Offering

If you decide to make a public or private offering of your shares or other equity interest during the period of insurance shown in the policy schedule then

- you shall provide us with
 - any prospectus, and/or
 - any offering statement, and/or
 - any other information we may require
- we may at our discretion
 - amend the terms, limitations, exclusions and/or conditions of this section of cover, and/or
 - charge an additional premium.

4 Severability

Nothing in the proposal or otherwise known or done by any director or officer shall be attributed to any other person in determining any right or obligation of the director or officer under this section of cover.

In no case shall a director or officer be prevented from pursuing any point in his or her defence only because it is obstructive or harmful to the interests of any other director or officer.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Crisis means

- the allegation of a wrongful act committed by the director or officer during the period of insurance shown in the policy schedule
- the successful defence of an allegation of a wrongful act originally alleged to have been committed by the director or officer during the period of insurance shown in the policy schedule

where, in our opinion, there is a risk to the livelihood of the director or officer as a consequence of adverse press, publicity or media attention.

Director or officer means

- any person who was, is, or during the period of insurance shown in the policy schedule becomes a director, trustee, partner, member or officer of yours.
- any natural person acting in the capacity as a director of yours (not including any administrator, liquidator, receiver or auditor).

- any shadow director as defined under United Kingdom law or similar legislation in any other country.
- any employee of yours.
- the lawful husband, wife or civil partner of any of the above, only because of their relationship, following a claim against the above.
- the estates, heirs or legal representatives of any of the above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the above.

Disqualification proceedings means legal action taken against the director or officer following which they are liable to be disqualified from continuing to be a director or officer of yours.

Employee means any person (other than an independent agent, consultant, sub-contractor or professional advisor) who is (or was or who may be in the future):

- under a contract of service or apprenticeship with you, or
- under a work experience or similar scheme, or
- supplied to or hired in or borrowed by you

and who are working for and under your direct control in connection with your business.

Employment wrongful act means any actual or alleged

- act or omission that results in a dispute in connection with the employment of an employee or prospective employee, or
- retaliatory treatment

committed or allegedly committed by you.

Environmental proceedings means any

- prosecution
- official investigation
- examination
- inquiry, or
- other proceedings

by any official body or institution that has the authority or power to investigate your affairs and/or the affairs of the outside company, arising from pollution or alleged pollution.

Excess means the first amount of any claim for which you are responsible. The amount in respect of this section of cover is shown in the policy schedule.

Extradition proceedings means proceedings brought against the director or officer under

- the Extradition Act 2003, or
- any legislation amending or re-enacting the Act

including any appeal relating to those proceedings.

Injury shall mean bodily injury, mental injury, emotional distress, shock, sickness, disease or death.

Investigation means any

- official investigation
- examination
- inquiry, or
- other proceedings

(other than when arising from pollution or alleged pollution) by any official body or institution that has the authority or power to investigate your affairs and/or the affairs of the outside company, arising from pollution or alleged pollution.

Limit means the maximum amount we will pay. The amount in respect of this section of cover is shown in the policy schedule.

Outside company means

- any company that is not a subsidiary company
- any registered charity
- any trade, research, promotional, training or similar organisation existing for non-profit making purposes (whether incorporated or not)
- any profit-sharing or share option committee, sports, social or similar association or organisation (whether incorporated or not) that is established or conducted for the directors or officers and their family's or dependent's benefit or the benefit of and employee and their families and dependents

but this does not include any company, charity or non-profit making organisation that is domiciled, registered or incorporated in the United States of America.

Retaliatory treatment means action taken against an employee on account of the employee exercising or attempting to exercise their rights under law.

Retired director or officer means any natural person who voluntarily ceased to be a director or officer during the period of insurance shown in the policy schedule and who does not resume a position of director or officer.

Shareholder action means a claim brought by any shareholder or bondholder of the company (which is made without any solicitation by, or assistance or participation of, any director or officer) due solely to any actual or alleged loss in value of the share capital of the company.

Subsidiary company means any company where you

- own more than 50% of the share capital
- have a majority of the voting rights
- have the right to appoint or remove a majority of the company's board of directors
- control a majority of the voting rights of the company under a written agreement with other shareholders or members.

If a company ceases to be a subsidiary, cover will continue but only for

- wrongful acts covered under subsection of cover a (directors and officers liability)
- disqualification proceedings
- investigations
- environmental proceedings
- extradition proceedings
- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007

first committed or allegedly committed, ordered or commissioned before it stopped being a subsidiary.

But, subsidiary company shall not include any company acquired or created on or after the inception date of this policy which is domiciled, registered or incorporated in the United States of America unless agreed by us in writing.

Wrongful act means any actual or alleged wrongful act, error or omission committed or attempted by a director or officer during the performance of their duties as a director or officer of yours including

- breach of any duty including fiduciary or statutory duty
- breach of trust
- negligence, negligent statement, misleading statement or negligent misrepresentation
- libel, slander or defamation
- wrongful trading as defined under United Kingdom law
- breach of warranty or authority
- or any other act, error or omission committed by them in their capacity of a director or officer of yours.

Related, continuous or repeated wrongful acts, or wrongful acts that are connected by the same cause, shall constitute a single wrongful act.

You/your/yours shall mean

- the limited liability partnership or company named as the policyholder in the policy schedule, and
- the subsidiary company

Entity defence

What is covered

a Public relations crisis management

We will pay you for costs resulting from the use, with our prior agreement, of the crisis response service following a crisis first occurring and reported to us during the period of insurance shown in the policy schedule.

In addition we will pay any other related costs agreed with us.

b Identity fraud

We will pay you for costs and expenses in establishing that identity fraud has occurred following the attempted enforcement within the United Kingdom of an agreement in connection with your business by a third party and which is first discovered and reported to us during the period of insurance shown in the policy schedule.

c Investigations

We will pay you for costs and expenses arising from an investigation which is first ordered or commissioned and reported to us during the period of insurance shown in the policy schedule.

We will not pay you under this section of cover for costs and expenses arising from an investigation in respect of employment discrimination and/or health and safety if the employment law protection section of cover is in force.

d Corporate manslaughter

We will pay you for costs and expenses arising from proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any legislation amending or re-enacting the Act) which are first ordered or commissioned and reported to us during the period of insurance shown in the policy schedule.

e Breach of contract

We will pay you for costs and expenses in defending a claim first made against you and reported to us during the period of insurance shown in the policy schedule for alleged breach of any express written contract or agreement between you and your customer for the provision of goods or services in connection with your business.

We will not pay you for defending a claim where you or your parent or ultimate holding company is

- a non-departmental public body, or
- a government-owned corporation, state-owned enterprise, or governmental business enterprise

or where the Government or any government agency is a majority shareholder of yours or of your parent or ultimate holding company.

We will not pay you for defending a claim alleging

- infringement of copyright, patent, registered design, trademark, merchandise marks or any other intellectual property rights

- breach of any secrecy and/or any confidentiality agreements.

We will not pay you for defending a claim relating to any licence or franchise agreement.

We will not pay you for defending a claim involving an employment wrongful act

We will not pay you for defending a claim

- involving the ownership, occupation or use of any land or building
- relating to the tenancy or letting of property
- relating to the construction, extension, alteration, demolition, repair, renovation or refurbishment of any property.

We will not pay you for defending a claim involving the provision of insurance.

We will not pay you for defending a claim relating to modified proprietary and/or bespoke software and/or hardware and/or hardware systems.

We will not pay you for defending a claim involving an amount of less than £5,000.

f Pollution

We will pay you for costs and expenses in defending a claim first made against you and reported to us during the period of insurance shown in the policy schedule which arises from any actual or alleged wrongful act committed by a director or officer during the performance of their duties as a director or officer of yours which results in pollution.

In addition we will pay you for costs and expenses arising from environmental proceedings which are first ordered or commissioned and reported to us during the period of insurance shown in the policy schedule.

g Taxation

We will pay you for costs and expenses in negotiating on your behalf and in an appeal following a tax investigation by HM Revenue and Customs which is first instigated and reported to us during the period of insurance shown in the policy schedule.

We will not pay you for costs and expenses in respect of

- an aspect enquiry
- any tax investigation arising from a tax avoidance scheme
- any tax investigation caused by your failure to register for Value Added Tax
- any tax investigation or enquiry into alleged dishonesty or alleged criminal offences
- an application for judicial review.

We will not pay you for costs and expenses after a tax investigation first becomes referred to or dealt with by Special Investigations or Civil Investigations of Fraud Units of HM Revenues & Customs.

We will not pay you to the extent of the cost of undertaking anything which you would necessarily deal with in the absence of a tax investigation.

h Data protection

We will pay you for costs and expenses in defending a claim (and in an appeal) first made against

you and reported to us during the period of insurance shown in the policy schedule for a breach or alleged breach of the Data Protection Act 1998 (or any legislation amending or re-enacting the Act, for example General Data Protection Regulation) in connection with your business.

We will not pay you under this section of cover for costs and expenses if the breach or alleged breach involves data processed outside the European Union.

We will only pay you under this section of cover if you have a data protection accountability statement which is reviewed at least annually.

i **Discovery period**

If we refuse to renew this section of cover for reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy,

or if you decline to accept our renewal terms, then you shall automatically be entitled to a 30 day discovery period.

The discovery period shall only apply to

- a crisis occurring, or
- identity fraud committed, or
- environmental proceedings or an investigation instigated, ordered or commissioned, or
- tax investigation instigated, or
- a breach of contract occurring, or
- a wrongful act committed or allegedly committed, or
- a breach or alleged breach of the Data Protection Act 1998, or any legislation amending or re-enacting the Act, occurring

during the period of insurance shown in the policy schedule.

You shall not be entitled to any discovery period if other insurance has been bought with the intention of providing equivalent cover for any part of the discovery period.

What we will pay

The most we will pay in the period of insurance shown in the policy schedule for

- all costs and expenses, plus
- costs resulting from the use of the crisis response service

is the limit.

The most we will pay in the period of insurance shown in the policy schedule for costs resulting from the use of the crisis response service is £25,000. This amount is not in addition to the limit.

Under subsection of cover c (investigations) we will not pay the excess. This amount must be paid by you.

What is not covered (exclusions)

1 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- war and/or terrorism
- any action taken in controlling, preventing or suppressing war and/or terrorism
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- contamination due to terrorism

If we allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon you.

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

4 Confiscation etc

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority

5 Electronic data

We will not pay you against loss, destruction, damage, distortion, erasure, corruption or alteration of electronic data from any cause (including computer virus) or any resulting loss of use, reduction in functionality, cost, or expense, of whatever nature, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, destruction, damage, distortion, erasure, corruption or

alteration.

This exclusion does not exclude physical loss, destruction, damage, distortion, erasure, corruption or alteration directly caused by fire or explosion.

6 Mould

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from mould or a mould event.

7 Other insurance

We will not pay you where you have a right to payment under any other insurance.

However, if you have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by us then the amount that we will pay under this insurance will be reduced by the amount that we pay under the other insurance.

8 Circumstances known at inception

If you knew or ought to have known of any circumstances that existed prior to the date that this section of cover became operative then we will not pay you for any costs and expenses or costs resulting from the use of the crisis response service that arises from such circumstances.

9 Dishonest and malicious acts

We will not pay you if you admit to dishonest, fraudulent or malicious conduct or if this is established in a judgement or final ruling.

10 Known acts

We will not pay you for any costs and expenses or costs resulting from the use of the crisis response service that arises from something you did knowing it to be wrongful or ignoring that possibility.

11 Disputes between insureds

We will not pay you for any costs and expenses or costs resulting from the use of the crisis response service arising from any dispute between insureds in the same partnership, trust or committee.

12 Takeover or merger

We will not pay you for any costs and expenses or costs resulting from the use of the crisis response service arising from

- any crises occurring
- any identity fraud discovered
- any investigation or environmental proceedings ordered or commissioned
- any tax investigation instigated
- proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 that are ordered or commissioned
- any claim made against you

- an appeal made

after either

- the effective date of your takeover or merger by or with any person or entity, or
- the appointment of an administrator, liquidator, trustee, receiver or any other similar official.

13 Legal action

We will not pay you for any costs and expenses where

- a claim is brought in a court of law outside the jurisdiction of the United Kingdom, and/or
- where action for damages is brought in a court of law within the jurisdiction of the United Kingdom to enforce a foreign judgment.

14 Cyber Liability

We will not pay you for any costs and expenses or costs resulting from the use of the crisis response service arising from any actual or alleged

- cyber incident
- the transmission of a computer virus
- recovering or reconstituting data

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Appeal means

- in respect of a tax investigation
 - appeal proceedings in respect of a full enquiry, and/or
 - appeal proceedings in a dispute concerning your compliance with Pay As You Earn or Social Security Regulations, and/or
 - appeal proceedings following an assessment for Value Added Tax due.
- in respect of a breach or alleged breach of the Data Protection Act 1998, or any legislation amending or re-enacting the Act
 - an appeal against the refusal of your application for registration by the Data Protection Commissioner
 - an appeal against the refusal of an application for the alteration of registered particulars by the Data Protection Commissioner
 - an appeal against an enforcement notice
 - an appeal against a de-registration notice

- o an appeal against a transfer prohibition notice.

Aspect enquiry means an examination by HM Revenue & Customs which considers one or more specific aspects of your self assessment and/or corporation tax return.

Crisis means

- allegations of fraud or corruption
- serious injury to employees or members of the public
- dismissal or resignation of members of your main board of directors
- investigation by any official body or institution that is empowered to investigate your affairs

where in our opinion there is a risk to your business as a consequence of adverse press, publicity or media attention within the United Kingdom.

Director or officer means any natural person who was or is or who may be in the future

- a director or officer of yours, or
- an employee, or
- a shadow director as defined under United Kingdom law.

Employee means any person (other than an independent agent, consultant, sub-contractor or professional advisor) who is (or was or who may be in the future):

- under a contract of service or apprenticeship with you, or
- under a work experience or similar scheme, or
- supplied to or hired in or borrowed by you

and who are working for and under your direct control in connection with your business

Environmental proceedings means any

- prosecution
- official investigation
- examination
- inquiry, or
- other proceedings

by any official body or institution that has the authority or power to investigate your affairs arising from pollution or alleged pollution.

Excess means £1,000.

Full enquiry means a fundamental challenge to and an extensive examination of your tax affairs by HM Revenue & Customs.

Identity fraud means an agreement with a third party entered into by anyone other than a director or officer who fraudulently represents themselves as you.

Insured, you, your, yours means the person named as the policyholder in the policy schedule and any subsidiary company.

Instigated means

- in respect of a full enquiry, the date HM Revenue & Customs first notifies you in writing of their intention to make enquiries
- in respect of disputes concerning your compliance with Pay As You Earn or Social Security Regulations or your liability to pay Value Added Tax, the date when HM Revenue & Customs sends you an assessment or written decision.

Investigation means any official investigation, examination, inquiry or other proceedings instigated against you by any official body or institution, other than HM Revenue & Customs, that is empowered to investigate your affairs within the United Kingdom.

Limit means the maximum amount we will pay. The amount in respect of this section of cover is shown in the policy schedule.

Subsidiary company means any company where the person named as the policyholder in the policy schedule

- owns more than 50% of the share capital
- has a majority of the voting rights
- has the right to appoint or remove a majority of the company's board of directors
- controls a majority of the voting rights of the company under a written agreement with other shareholders or members.

If a company ceases to be a subsidiary, cover will continue but only for

- a crisis occurring, or
- identity fraud committed, or
- an investigation, environmental proceedings or tax investigation instigated, ordered or commissioned, or
- corporate manslaughter proceedings brought, or
- a breach of contract occurring, or
- a wrongful act committed, or
- a breach or alleged breach of the Data Protection Act 1998, or any legislation amending or re-enacting the Act, occurring

before it stopped being a subsidiary.

Tax investigation means

- a full enquiry, and/or
- a dispute concerning your compliance with Pay As You Earn or Social Security Regulations, and/or
- a dispute concerning your liability for Value Added Tax

Wrongful act means any actual or alleged wrongful act, error or omission committed or attempted by a director or officer during the performance of their duties as a director or officer of yours.

Related, continuous or repeated wrongful acts, or wrongful acts that are connected by the same cause, will constitute a single wrongful act.

SPECIMEN

Employment law protection

What is covered

a Employment disputes

We will pay you for your legal liability for damages and costs awarded against you arising from any claim first made against you and reported to us during the period of insurance shown in the policy schedule which arises from any actual or alleged

- act or omission resulting in a dispute concerning the employment of an employee or any prospective employee, and/or
- action taken against an employee on account of the employee exercising or attempting to exercise his or her rights under law

committed or allegedly committed by you.

In addition we will pay your costs and expenses resulting from the claim.

b Investigations

We will pay your costs and expenses arising from your or your representative's attendance at any official investigation, examination, inquiry or other proceedings instigated against you by any official body or institution that is empowered to investigate your affairs in respect of:

- employment discrimination
- health and safety

which is first ordered or commissioned during the period of insurance shown in the policy schedule.

c Discovery period

If we refuse to renew this section of cover for reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy,

or if you decline to accept our renewal terms, then you shall automatically be entitled to a 30 day discovery period.

The discovery period shall only apply to

- employment wrongful acts first committed or allegedly committed during the period of insurance shown in the policy schedule and/or
- investigations which are first ordered or commissioned during the period of insurance shown in the policy schedule.

You shall not be entitled to any discovery period if other insurance has been bought with the intention of providing equivalent cover for any part of the discovery period.

What we will pay

The most we will pay in the period of insurance shown in the policy schedule for

- all claims in total, plus
- all costs and expenses in total

is the limit.

We will not pay the excess. This must be paid by you. The excess will be applied to each claim made against you by or on behalf of each employee.

What is not covered

1 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages.

2 Radioactive contaminations and sonic bangs etc.

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds and in Northern Ireland and the Republic of Ireland only
- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- war and/or terrorism
- any action taken in controlling, preventing or suppressing war and/or terrorism
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- contamination due to terrorism

If we allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon you.

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

4 Mould

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from mould or a mould event.

5 Other insurance

We will not pay you where you have a right to payment under any other insurance.

However, if you have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by us then the amount that we will pay under this insurance will be reduced by the amount that we pay under the other insurance.

6 Legal action

We will not pay you

- where the claim is brought in a court of law outside the jurisdiction of England and Wales and/or Scotland, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgment.

7 Dishonest or fraudulent conduct

We will not pay you if you admit to dishonest, fraudulent or malicious conduct or if this is established in a judgment or final ruling.

8 Deliberate acts

We will not pay you in respect of any claim or investigation that results from your wilful, reckless or intentional disregard of any employment legislation. However, we will not impute the wilful, reckless or intentional disregard of one insured to another insured.

9 Voluntary assumption of liability

We will not pay you in respect of any claim or investigation arising from or in any way involving your voluntary assumption of liability for any act or omission of whatever nature of any other person.

10 Circumstances known at inception

If you knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then we will not pay you for any legal liability that arises from such circumstances.

11 Injury/property damage

We will not pay you in respect of any claim

- for injury sustained by anyone (other than emotional distress arising from any libel, slander, defamation or employment wrongful act), or
- for any loss, damage or destruction of property, including loss of use of the property.

12 Takeover, merger or liquidation

We will not cover

- any actual or alleged employment wrongful act occurring, or
- any investigation instigated

after

- your takeover or merger by or with any person or entity, or
- the appointment of a liquidator, trustee, receiver or other similar officer.

13 Failure to adapt premises or working methods

We will not pay you in respect of any claim arising from or in any way involving your obligation to adjust or adapt any premises or working methods to meet the needs of a person with a disability. However, we will pay your costs and expenses in defending a claim.

14 Remuneration, redundancy and benefits

We will not pay you any amount that you are obliged to pay any employee in accordance with

- any law governing health and safety, worker's compensation, unemployment insurance, social security, disability benefits, redundancy, remuneration or any similar law, including any regulations created under those laws.
- the employee's contract of employment with you
- any benefit scheme or the failure to contribute to, fund, reimburse or make payment in connection with a benefit scheme.

15 Non-pecuniary relief

We will not pay you any amount that arises in any way from the cost of compliance with any order for, grant of or agreement to provide injunctive or non-pecuniary relief. However, we will pay your costs and expenses.

16 Disputes between insureds

We will not pay you in respect of any claim arising from a dispute concerning the dissolution of any partnership agreement between two or more insureds.

17 Cyber Liability

We will not pay you for any loss or legal liability arising in any way from any actual or alleged

- cyber incident
- the transmission of a computer virus
- recovering or reconstituting data

Conditions that apply to this section of cover

1 Severability

Nothing in the proposal or otherwise known or done by any insured shall be attributed to any other person in determining any right or obligation of the insured under this section of cover.

In no case shall an insured be prevented from pursuing any point in his or her defence only because it is obstructive or harmful to the interests of any other insured.

2 TUPE

You must consult and follow the advice of the Market employer helpline in any matter to which the terms of the

- Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), or
- any legislation amending or re-enacting the above apply.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

3 Subsidiary companies

- If you acquire or create a subsidiary company after the date that this section of cover came into force, and
- if your total number of employees increases by more than 10% compared with the number of employees at the beginning of the period of insurance shown in the policy schedule as a result of that acquisition or creation

you will

- notify us in writing within 30 days of its acquisition or creation, and
- give us any additional information we may require, and
- agree to any terms and/or additional premium we may require.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Insured/you/your/yours means:

- the entity
- any person who was, is, or during the period of insurance shown in the policy schedule becomes a director, trustee, partner, governor, council member or officer of yours.
- any employee of yours.
- the lawful husband, wife or civil partner of any of the above, only because of their relationship, following a claim against the above.
- the estates, heirs or legal representatives of any of the above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the above.

Benefit scheme means any

- superannuation or pension scheme, programme or plan
- profit sharing, share option or share purchase scheme
- health and welfare or other employee benefit plan or trust

established or conducted for the benefit of any employee and their families and dependants

Employee means anyone who was or is or may become subject to a contract of service or apprenticeship with the entity including anyone held to be an employee of yours by an Employment Tribunal or the Employment Appeals Tribunal.

Employment wrongful act means any actual or alleged

- act or omission that results in a dispute in connection with the employment of an employee or prospective employee, or
- retaliatory treatment

committed or allegedly committed by you.

Entity means the person named as the policyholder in the policy schedule and the subsidiary company.

Excess means the first amount of any claim for which you are responsible. That amount is:

- in respect of any claim that arises in any way from
 - Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)
 - any legislation amending or re-enacting the aboveeither £10,000 or the amount shown in the policy schedule for this section of cover, whichever is the most.
- in respect of any other claim, the amount shown in the policy schedule for this section of cover.

Injury means bodily injury, mental injury, emotional distress, shock, sickness, disease or death.

Investigation means any

- official investigation
- examination
- inquiry, or
- other proceedings

by any official body or institution that has the authority or power to investigate your affairs in respect of

- employment discrimination
- health and safety.

Limit means the maximum amount we will pay. The amount in respect of this section of cover is shown in the policy schedule.

Market employer helpline means employer helpline specialist services provided by us or on our behalf.

Retaliatory treatment means action taken against an employee on account of the employee exercising or attempting to exercise their rights under law.

Subsidiary company means any company where you

- own more than 50% of the share capital

- have a majority of the voting rights
- have the right to appoint or remove a majority of the company's board of directors
- control a majority of the voting rights of the company under a written agreement with other shareholders or members.

If a company ceases to be a subsidiary cover will continue but only for

- employment wrongful acts
- investigations

first committed or allegedly committed, ordered or commissioned before it stopped being a subsidiary.

SPECIMEN

Cyber and data risks

What is covered

a Data loss

For 90 days immediately following your first discovery, during the period of insurance shown in the policy schedule, of a data breach in connection with your business, we will pay your costs, reasonably incurred with our written consent, of

- using the services of the cyber response service to
 - contain, recover and assess the data breach
 - comply with United Kingdom legal requirements to establish a credit monitoring, identity theft and/or similar mitigation service
- complying with United Kingdom legal requirements to notify third parties and/or employees of an actual or suspected data breach
- notifying third parties and/or employees of an actual or suspected data breach where there are no legal requirements to do so but where notification will effectively reduce or avoid a loss which otherwise you would have been entitled to payment under the subsection of cover b (data liability).

b Data liability

We will pay you for your legal liability for damages and costs awarded against you arising from any claim first made against you and reported to us during the period of insurance shown in the policy schedule which arises from a data breach in connection with your business.

In addition we will pay your costs and expenses resulting from the claim.

c Cyber loss

We will pay your costs, incurred with our written consent,

- in restoring, replacing, rebuilding, replicating or reinstating your computer equipment that has been subjected to a cyber attack
- to contain, reduce and/or pay a ransom demand resulting from data extortion

first discovered by you and reported to us in the period of insurance shown in the policy schedule.

d Cyber liability

We will pay you for your legal liability for damages and costs awarded against you arising from any claim first made against you and reported to us during the period of insurance shown in the policy schedule which arises from

- your negligent transmission of a computer virus that has originated from or passed through your computer equipment
- a cyber attack
- an e-media incident

in connection with your business.

In addition we will pay your costs and expenses resulting from the claim.

e Network interruption

If your computer equipment is subject to a cyber attack, first discovered and reported to us during the period of insurance shown in the policy schedule, and as a result your business is interrupted or interfered with then we will pay you the subsequent reduction in your net profit (before taxes) and/or increase in cost of working.

The amount we will pay in respect of the reduction in your net profit will be determined by taking into account

- your net profit in the months preceding the cyber attack
- your probable net profit during the cover period had the cyber attack not occurred
- seasonal variations and influences
- changes in market and/or economic conditions

However, the amount we will pay will not include any increase in net profit you would likely have attained as a result of an increase in volume of business due to favourable business conditions caused by the impact of a similar event on other businesses.

The amount we will pay in respect of increase in cost of working shall be the additional amount of money, necessarily and reasonably spent, in order to avoid or reduce the reduction in your net profit which would have occurred during the cover period as a result of the cyber attack had that money not been spent.

If any of the charges or expenses of your business cease or are reduced as a result of the cyber attack the amount of those savings during the cover period shall be deducted from the amount we pay you.

We will not pay you where the interruption or interference to your business arises from or involves in any way a self-replicating or non-targeted computer virus or hacking incident.

f Cyber Crime

We will pay you

- the theft of your money or fund, and/or
- the cost of unintended or unauthorised call or bandwidth charges to your telephone systems directly resulting from a cyber attack on your computers

However, we will not pay you where the theft of your money or funds

- arises from the fraudulent representation of you by one of your clients or customers
- is the result of a cyber attack against your customers or suppliers.

g Compensation for court attendance

If at our request

- any director or partner of yours, or

- any employee

attends a court as a witness in connection with a claim we will pay you the following amounts:

- for any director or partner £500 per day
- for any employee £250 per day

for each day on which attendance is required.

h Public relations crisis management

We will pay you for costs resulting from the use, with our prior agreement, of the crisis response service following a crisis.

In addition we will pay any other related costs agreed with us.

However, you must:

- immediately notify us of any event or circumstances which might result in you seeking payment under this section of cover and comply with our recommendations or the recommendations of the crisis response service
- take all reasonable and practical measures to avoid or reduce the costs of the crisis

i Regulatory investigations/fines

Despite exclusion 1 (fines and penalties) and exclusion 12 (contractual liability), we will pay you

- the cost of legal representation, that we agree to in writing, at any investigation or proceedings brought about by the United Kingdom Information Commissioner's Office in connection with any matter for which you might receive payment from us under this section of cover. Examples of investigations or proceedings are those brought under the Data Protection Act 1988 and/or the General Data Protection Regulation (GDPR).
- any PCI fines, penalty, fine or award made against you provided that it is legally permissible to insure against the payment of the penalty, fine or award.

What we will pay

The most we will pay in total in the period of insurance shown in the policy schedule for

- all costs in total, plus
- all claims in total, plus
- all costs and expenses in total, plus
- the reduction in your net profit and/or increase in cost of working in total

is the limit.

However,

- the most we will pay in total in the period of insurance shown in the policy schedule, under subsection of cover c (cyber loss) in respect of containing, reducing and/or paying a ransom demand resulting from data extortion is either £25,000 or the limit, whichever is the least.
- the most we will pay in total in the period of insurance shown in the policy schedule, under subsection of cover e (network interruption) is either £50,000 or the limit, whichever is the least.

- the most we will pay in total in the period of insurance shown in the policy schedule, under subsection of cover f (cyber crime) is either £25,000 or the limit, whichever is the least.
- the most we will pay in total in the period of insurance shown in the policy schedule, under subsection of cover h (public relations crisis management) is either £25,000 or the limit, whichever is the least.
- the most we will pay in total in the period of insurance shown in the policy schedule, under subsection of cover i (regulatory investigations/fines) is either £100,000 or the limit, whichever is the least.

These amounts are included within and are not in addition of the limit

We will not pay the excess. This must be paid by you. The excess applies to every separate claim, data breach, data extortion, loss of money or funds and/or cost of unintended or unauthorized call or bandwidth charges under subsections of cover a (data loss), b (data liability), c (cyber loss), d (cyber liability) and f (cyber crime).

Under subsection of cover e (network interruption) we will not pay for any reduction in your net profit occurring during the time retention. This must be paid by you.

What is not covered (exclusions)

1 Fines and penalties

We will not pay you for any

- fine or penalty
- non-compensatory damages

2 Radioactive contaminations and sonic bangs etc

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

3 War risks and terrorism

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- war and/or terrorism
- any action taken in controlling, preventing or suppressing war and/or terrorism
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or

in connection with any unlawful association

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- contamination due to terrorism

If we allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon you.

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

This exclusion does not apply in the context of a hacking incident or computer virus initiated for the sole purpose of exacting malice against you or commercial gain from you.

4 Confiscation etc

We will not pay you for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from

- confiscation, requisition, nationalisation, seizure, detention or destruction by any government, public, local or customs authority, and
- access by any government, public, local or customs authority or any order by the authority to take down, deactivate or block access to your computer equipment.

5 Mould

We will not pay you or the director or officer for a loss that is otherwise covered under this policy if the loss is caused by or arises in any way from mould or a mould event.

6 Other insurance

We will not pay you where you have a right to payment under any other insurance.

However, if you have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by us then the amount that we will pay under this insurance will be reduced by the amount that we pay under the other insurance.

7 Betterment

We will not pay you to the extent that your computer equipment or your financial position are in a better or improved position compared to their position in the absence of the event giving rise to payment under this section of cover.

8 Legal action

We will not pay you under subsection of cover b (data liability) or subsection of cover d (cyber liability)

- where the claim is brought in a court of law outside the jurisdiction of the United Kingdom, and/or
- where action for damages is brought in a court within the United Kingdom to enforce a foreign judgment.

9 Geographical limits

We will not pay you for any legal liability or loss that you suffer that results from the conduct of your business outside of the United Kingdom other than whilst a director of yours or an employee is

temporarily outside the United Kingdom in connection with your business.

10 Employers liability

We will not pay you where your legal liability arises in any way from

- bodily injury, mental injury, emotional distress, shock, sickness, disease or death (other than emotional distress arising from a data breach) to any employee that results from their employment by you, or
- a breach of your responsibility as an employer to any employee or prospective employee.

11 Dishonest and malicious acts

We will not pay you where your legal liability or any loss that you suffer results from any

- dishonest
- fraudulent
- criminal
- malicious
- wilful, or
- reckless act or omission

of any

- board director
- trustee
- governor
- council member
- committee member
- partner, or member of yours
- your in-house lawyers
- risk managers
- chief operating officers
- chief technology officers
- chief information officers
- chief privacy officers
- self-employed persons working for you
- or any other person acting in a similar capacity

or any

- dishonest
- fraudulent
- criminal, or
- malicious

act or omission committed by any person after the discovery of reasonable cause for suspicion of that person.

In addition:

- no one will be entitled to payment in respect of any legal liability and/or costs and expenses resulting from their dishonest, fraudulent, criminal or malicious act or omission or from condoning such an act or omission.
- we will deduct from any amount payable by us:
 - o any amounts due from you to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
 - o any amounts held by you and owed to the person committing or condoning the dishonest, fraudulent, criminal or malicious act or omission
 - o any amount recovered following action in accordance with general condition 1 (subrogation) of this policy.

12 Contractual liability

We will not pay you where your legal liability arises from any agreement you have entered into if your liability is increased beyond that applicable in the absence of the agreement.

13 Joint ventures

If you are part of a joint venture or consortium we will only cover you for your legal liability arising from your own acts or omissions; we will not pay you where your legal liability arises from the acts or omissions of other members of the joint venture or consortium.

14 Circumstances known at inception

If you knew or ought to have known of any circumstances that existed prior to the date that this section of cover started then we will not pay you for any legal liability or loss that you suffer that arises from those circumstances.

15 Retroactive date

We will not pay you where your legal liability arises from the carrying out of your business prior to the retroactive date.

16 Injury/property damage

We will not pay you where your legal liability arises from any claim

- for bodily injury, mental injury, emotional distress, shock, sickness, disease or death sustained by any person (other than emotional distress arising from a data breach), or.
- for any loss, damage or destruction of property including the loss of use of the property (other than in respect of computer equipment)

17 Insolvency/bankruptcy

We will not pay you where your legal liability or any loss that you suffer results in any way from your insolvency or bankruptcy, or the insolvency or bankruptcy of your suppliers, subcontractors or service providers.

18 Financial interest

We will not pay you for any claim made against you by

- any parent company, ultimate holding company or subsidiary company, or
- any person or entity having a financial, executive or controlling interest in your operation, or
- any company or entity in which you or any director, member or partner of yours has a financial, executive or controlling interest.

However, we will pay you if the claim is one for payment or contribution in respect of a claim made by an independent third party against the company, person or entity making the claim against you.

19 Trading losses

We will not pay you where your legal liability or any loss that you suffer arises in any way from any

- trading losses, or
- trading liabilities, or
- any debts incurred

by any business managed by or carried on by you.

This exclusion shall not apply to the subsection of cover e (network interruption).

20 Patents

We will not pay you where your legal liability or any loss that you suffer arises in any way from any actual or alleged infringement of any patent.

21 Directors and officers

We will not pay you where your legal liability or any loss that you suffer arises in any way from or is in connection with the performance or non-performance by you, any director or member of yours, or any employee, of any duties as a director or officer of any company.

22 Taxation, competition, restraint of trade and anti-trust

We will not pay you where your legal liability or any loss that you suffer arises in any way from a breach of any regulation or legislation governing taxation, competition, restraint of trade or anti-trust provisions.

23 Electromagnetic or electrical disturbances

We will not pay you where your legal liability or any loss that you suffer arises from

- electromagnetic fields, electromagnetic radiation, electromagnetic pulses, electromagnetism, solar flares and storms, or any other type of radiation
- any alleged or actual electrical or mechanical failures and/or interruption including electrical disturbance, surge or spike.

24 Infrastructure failures

We will not pay you where your legal liability or any loss that you suffer arises from any failure of the provision of your infrastructure and utilities including the provision of gas, water, electricity, telecommunications or internet services.

25 Data extortion

We will not pay you for any loss that you suffer arising from data extortion by an employee or a self-employed person working for you or anyone acting in collusion with them.

Conditions that apply to this section of cover

1 Data extortion

You must not disclose the existence of the cover provided in respect of data extortion to anyone.

You must advise, or allow us to advise the police of any data extortion.

If you fail to do this your claim may not be covered or the amount we pay you may be reduced.

Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

Insured, you, your, yours means

- the person or persons, and/or
- the firm and all partners and former partners in the firm, and/or
- the limited liability partnership, and/or
- the trust, and/or
- the company

named as the policyholder in the policy schedule.

In the event of the death, incompetency, incapacity, bankruptcy or insolvency of any natural person named as the policyholder or partner or former partner of the policyholder then it also means

- the estate, and/or
- the heirs, and/or
- the legal representatives (including anyone to whom their rights or liabilities have been legally transferred or anyone appointed to act for them)

of the person or partner concerned.

In addition, if you request us to, we will pay the following persons in the same way that we would pay you provided that they observe, fulfil and are subject to the terms, conditions and exclusions of this policy as you are:

- any director or member of yours, or
- any employee

Cover period means the period starting immediately following the expiry of the time retention and ending not later than 720 hours afterwards.

Crisis means a data breach or any event which would result in a payment under this section of cover and where in our opinion there is a risk to your business as a consequence of adverse press, publicity or media attention.

Cyber attack means either

- a hacking incident, or
- a denial of service attack.

Cyber response service means the IT security specialist services provided by us or on our behalf.

Data breach means

- when used under subsection of cover a (data loss), the
 - loss of, and/or
 - unlawful or unauthorised alteration of, and/or
 - inappropriate publication of, and/or
 - theft of
 data kept on your computer equipment or held by you in non-electronic format
- when used elsewhere in this section of cover, the
 - loss of, and/or
 - unlawful or unauthorised alteration of, and/or
 - inappropriate publication of, and/or
 - theft of
 either electronic or non-electronic data.

Data extortion means a demand made against you by someone who threatens to introduce, start or continue a data breach which could result in you suffering a financial loss if the demand is not met.

Denial of service attack means an unlawful or unauthorised attempt by someone, that is specifically targeted at you alone and not at anyone else, to overload, hinder, interrupt or suspend service to your computer equipment, via the internet.

E-media incident means

- libel, slander or defamation, or
- unintentional infringement of intellectual property rights or any unintentional act of passing off

solely occasioned through

- your website content,
- your social media presence (including comments made by others for which you may be held legally responsible), or
- your other online mediums.

Employee means anyone (other than a director of yours) who was, or is or may become

- under a contract of service or apprenticeship with you
- under a work experience or similar scheme with you
- supplied to you or hired in or borrowed by you

who work for you in connection with your business and are under your direct control and who are normally resident in the United Kingdom.

Excess means the first amount of any claim or payment for which you are responsible. The amount in respect of this section of cover is shown in the policy schedule.

Hacking incident means an electronic attack of a malicious or unauthorised nature, by someone (including an employee) with the intention of damaging, destroying, altering, encrypting, overloading or interfering with your computer systems or records.

Limit means the maximum amount we will pay. The amount in respect of this section of cover is shown in the policy schedule.

PCI fines means those fines imposed against you due to a breach of the PCI Data Security Standard, but only as a result of a data breach.

Retroactive date means either

- the date when this section of cover was first inceptioned, or
- where equivalent cover to that provided under this section of cover has been continuously maintained immediately prior to the inception of this section of cover, then it means the date that applied to that equivalent cover.

Time retention means 24 hours starting from the time of your first discovery of a cyber attack.