



# COMBINED LIABILITY FOR TECHNOLOGY COMPANIES

A Chubb Information Communication  
Technology insurance policy



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## INTRODUCTION

This is a Chubb combined liability insurance policy for technology companies ('the Policy').

Please read the entire Policy carefully.

All parts of this Policy, along with the Policy schedule ('the Schedule') and any endorsements should be read together and considered as one contract.

The operative Parts, Sections and sub-Sections of this Policy are as indicated in the Schedule. Unless a particular Part, Section or sub-Section is identified in the Schedule as being operative, it is of no effect and no cover is granted under it.

## GENERAL INSURING AGREEMENT

In consideration of payment of the premium, and subject to the terms and conditions of this Policy, the Company and the Insured agree that the Company will provide insurance cover as set out in those Parts, Sections and sub-Sections identified as operative in the Schedule.

### Please Note

**COVER UNDER PART 2 OF THIS POLICY IS PROVIDED ON A CLAIMS MADE AND REPORTED BASIS. SAVE AS OTHERWISE STIPULATED, IT APPLIES ONLY IN RESPECT OF CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE PERIOD OF INSURANCE. PLEASE ENSURE YOU READ AND UNDERSTAND THE CLAIMS CONDITIONS CONTAINED HEREIN.**

## DEFINITIONS

'Company' means Chubb Insurance Company of Europe SE.

'Insured' means the entity identified as such in the Schedule.

'Limit of Indemnity' means the limit or limits of liability stated in the Schedule to apply to any Part, Section or sub-Section.

'Period of Insurance' means the period of time stated in the Schedule.

'Territorial Limits' means the territorial limits stated in the Schedule.

Other words with specific meaning appear in **bold print** in the Definitions Section.

## GENERAL PROVISIONS APPLICABLE TO ALL PARTS OF THE POLICY

### Adjustment

If any part of the Premium is calculated on estimates, then the Insured shall within one month from the expiry of each Period of Insurance furnish such details as the Company may require, and the Premium for such period shall be adjusted subject to any Minimum Premium.

### Application of Excess

Save where provided to the contrary in any part of this Policy, the applicable amount shown in the Schedule as an Excess is the amount of all damages, loss, costs and expenses for which the Insured is responsible in respect of each and every **occurrence** (in respect of Part 1) or each and every claim (in respect of Part 2) before the Company is liable to make any payment under this Policy. The applicable Excess amount shall not erode the applicable Limit shown in the Schedule. Claims handling up to this Excess shall be the responsibility of the Insured.

Where cover in respect of any one **occurrence** or claim (as applicable) is provided under more than one Part of this Policy, the highest applicable Excess shall apply.

The Company may, at its discretion, pay any part or all of the Excess to settle any claim or proceedings, in which case the Insured shall promptly reimburse the Company for any such sum.

### Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Arbitration Act 1996.

### Assignment

Assignment of interest under this Policy shall not bind the Company without its prior consent.

### **Audits and Inspection**

At any time during the Period of Insurance or thereafter, the Insured shall make available to the Company (and the Company shall have the right to audit, inspect and copy) any books, papers and other records of the Insured (including those of its agents and brokers) in connection with this Policy or the subject matter hereof.

### **Cancellation**

This Policy or any Part or Section within it may be cancelled at any time by the Company by sending thirty (30) days' notice by registered letter to the Insured at the last known address. The Insured shall be entitled to the return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

For cancellation following default in payment of the Premium or any agreed instalment, the period of notice may be reduced to seven (7) days.

### **Changes**

This Policy may be changed only by a written endorsement issued by a duly authorised representative of the Company.

### **Choice of Law and Forum**

The construction of all terms, and the validity and effect, of this Policy are governed by English law. Any dispute or difference arising under or in respect of this Policy shall be subject to and determined within the exclusive jurisdiction of the Courts of England and Wales.

### **Complaints Procedure**

The Company is committed to providing a first class service at all times, but recognises that occasionally things can go wrong. If the Insured wishes to make a complaint, please write to The CCI Manager, Chubb Insurance Company of Europe SE, One America Square, 17 Crosswall, London, EC3N 2AD.

If the Company cannot resolve the matter to your satisfaction, you may be eligible to refer the matter to the Financial Ombudsman Service.

The contact details for the Ombudsman are:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Tel: 0800 023 4567.

Following the procedures of the Financial Services Ombudsman will not affect your right to take legal action against us.

Full details of our complaints procedures are available on request. Tel: 020 7956 5000.

### **Contracting Parties and Rights of Action**

No person or organisation shall have any rights under or in connection with this Policy by virtue of the Contracts (Rights of Third Parties) Act 1999 or any amendment or re-enactment thereof. The Insured may not assign to any other person or organisation any right or cause of action against the Company under or in connection with this Policy.

### **Currency**

All payments under this Policy shall be made in Sterling. If any calculation or payment is to be made in any other currency, then the rate of exchange to apply or with respect to any other payments under this Policy, the date of the Company's agreement to release such payment, shall be that applicable on the date of settlement as published in the Financial Times.

In no event will any conversion into or from another currency result in any increase in any of the Limits of Indemnity.

### **First Named Insured**

The person or organisation first named as the Insured in the Schedule is primarily responsible for the payment of all premiums. The first named Insured will act on behalf of all other persons or organisations indemnified under this Policy for the giving and receiving of all notices, the receipt of any return premiums that become payable under this Policy and the negotiation, agreement to and acceptance of endorsements.

### **Material Change in Risk**

The Insured shall advise the Company immediately in writing of any material change, of which it is aware or ought reasonably to be aware, in the risk insured under this Policy.

**Other Insurance**

If the Insured is (or but for the existence of this Policy would be) entitled to indemnity under any other insurance, then the Company shall be liable only for the amount by which the Company's liabilities under this Policy exceed the Insured's entitlement to indemnity under such other insurance.

**Prohibition**

No coverage or benefit shall be provided and no sum shall be payable under this Policy to the extent that providing it or paying it would directly or indirectly put the Company or its ultimate parent company in breach of any applicable economic or trade sanction laws or regulations.

**Subrogation**

The Company shall be subrogated to all the Insured's rights of recovery against any person or organisation, before or after any payment under this Policy. The Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights. For the purposes of this condition, 'the Insured' shall include all persons and organisations indemnified under this Policy.

## PART 1. COMMERCIAL LIABILITY

### SECTION 1. EMPLOYERS' LIABILITY

Under this Section of Part 1, the Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay in respect of **bodily injury** sustained by an **employee** arising out of and in the course of their employment by the Insured and caused by an **occurrence** in connection with the Insured's business.

This Section will apply only if such **occurrence** happens:

1. during the Period of Insurance; and
2. within the Territorial Limits.

### Compulsory Insurance and Rights of Recovery

The Company agrees to make payment under this Section in accordance with the provisions of the Employers' Liability (Compulsory Insurance) Act 1969 and regulations made under it, or subsequent amendment or re-enactment or similar legislation in Northern Ireland, the Isle of Man or the Channel Islands to the extent required by such legislation.

The Insured agrees to reimburse the Company for any payment made by the Company that would not have been made under the terms and conditions of this Policy save for the agreement contained in this provision.

### SECTION 2. PUBLIC LIABILITY

Under this Section of Part 1, the Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay in respect of:

1. **bodily injury**;
2. **property damage**; or
3. **nuisance**;

caused by an **occurrence** in connection with the Insured's business.

This Section will apply only if such **bodily injury**, **property damage** or **nuisance** happens:

1. during the Period of Insurance; and

2. within the Territorial Limits.

This Section does not apply to any liability arising out of the Insured's **product**.

### SECTION 3. PRODUCT LIABILITY

Under this Section of Part 1, the Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay in respect of:

1. **bodily injury**; or
2. **property damage**;

caused by an **occurrence** in connection with the Insured's business.

This Section will apply only if such **bodily injury** or **property damage** is caused by the Insured's **product** and happens:

1. during the Period of Insurance; and
2. within the Territorial Limits.

## LIMITS OF INDEMNITY APPLICABLE TO PART 1

If more than one Section of this Part 1 would otherwise apply to the same **occurrence** or series of **occurrences** consequent on or attributable to the same or substantially the same source or original cause, then the aggregate maximum Limit of Indemnity under all Sections of Part 1 shall not exceed the highest applicable Limit of Indemnity under any one Section of Part 1 of this Policy. This provision does not apply to Section 1 (Employers' Liability).

The Limits of Indemnity apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the Period of Insurance shown in the Schedule, unless the Period of Insurance is extended after issuance for an additional period. In that case, the additional period will be deemed to form part of the last preceding period for purposes of determining the Limits of Indemnity.

The Company's obligations end when the applicable Limit of Indemnity has been exhausted.

### Section 1 (Employers' Liability)

Irrespective of the number of claims, the liability of the Company under Part 1, Section 1 for damages, claimants' costs and payments under the extension entitled *Defence Costs* arising out of the same **occurrence** or series of **occurrences** consequent on or attributable to the same or substantially the same source or original cause shall not exceed the applicable Limit of Indemnity stated in the Schedule. Payments made under any other extension to Part 1, Section 1 shall erode the Limit of Indemnity to the extent permitted by law.

### Terrorism Limit

Irrespective of the number of claims, the liability of the Company for damages, claimants' costs and payments under the extension entitled *Defence Costs* arising out of the same **occurrence** or series of **occurrences** consequent on or attributable to **terrorism** shall not exceed the applicable Limit of Indemnity stated in the Schedule. This limit is part of, and not in addition to, the Limit of Indemnity applicable to this Part 1, Section 1.

### Section 2 (Public Liability)

Irrespective of the number of claims, the liability of the Company under Part 1, Section 2 for damages, claimants' costs and payments made under any extension to Part 1, Section 2 (save for the extension entitled *Defence Costs*) arising out of the same **occurrence** or series of **occurrences** consequent on or attributable to the same or substantially the same source or original cause shall not exceed the applicable Limit of Indemnity stated in the Schedule.

### Section 3 (Product Liability)

Irrespective of the number of claims or **occurrences**, the liability of the Company under Part 1, Section 3 (save for the extension entitled *Defence Costs*) for damages, claimants' costs and any payments made under any extension to Part 1, Section 3 shall not exceed the applicable aggregate Limit of Indemnity stated in the Schedule. Any sum the Company pays will reduce the amount of the aggregate Limit of Indemnity available for any other payment. The remaining amount of such aggregate Limit of Indemnity is the most that will be available for any other payment.

### Pollution and Contamination

Subject to all other Limits of Liability, irrespective of the number of claims or **occurrences**, the liability of the Company in connection with pollution or contamination under all Sections (save for Part 1, Section 1 – Employers' Liability) shall not exceed the applicable aggregate Limit of Liability stated in the Schedule. Any sum the Company pays will reduce the amount of the aggregate Limit of Liability available for any other payment. The remaining amount of such aggregate Limit of Liability is the most that will be available for any other payment.

### Defence Costs

Under Part 1, Sections 2 and 3, payments made under the extension entitled *Defence Costs* shall be in addition to the Limit of Indemnity stated in the Schedule.

Under Part 1, Section 1, any payment made under the extension entitled *Defence Costs* will reduce the amount of the Limit of Indemnity available for any other payment. The remaining amount of such Limit of Indemnity is the most that will be available for any other payment.

## EXTENSIONS APPLICABLE TO PART 1

Extensions are subject to the terms and conditions (including Exclusions and Limits of Indemnity) applicable to the Section(s) of Part 1 under which the extension is provided.

The Company's obligations under any extension end when the applicable Limit of Indemnity has been exhausted.

### Compensation for Court Attendance and Staff Disruptance

Under Part 1, Sections 1, 2 and 3, the Company shall pay the following sums to the Insured in the event that a principal, partner, director or **employee** of the Insured, at the request of the Company:

1. attends a court or arbitration hearing as a witness - up to £250 for each day on which that person attends as a witness.
2. is interviewed by the lawyers conducting the defence against a claim for the purpose of composing a witness statement - up to £50 per hour in respect of the time certified by the lawyers as time being interviewed.
3. is reasonably needed to attend a Conference with Counsel (as that expression is used by the Bar of England and Wales) - up to £50 per hour in respect of the time certified by the lawyers conducting the defence against the claim as time spent in such conference.
4. attends a court or arbitration hearing as an observer - up to £50 for each day on which that person attends as an observer, provided that the Company shall only be liable to compensate for the occupation of one observer per day.

### Consumer Protection Act 1987 Food Safety Act 1990 – Legal costs

Under Part 1, Sections 2 and 3, the Company will indemnify the Insured and, at the request of the Insured, a principal, partner, director or **employee** of the Insured for necessary and reasonable legal fees and expenses (including prosecution costs awarded) reasonably incurred with the Company's prior written consent, in the defence against a prosecution or an appeal against conviction resulting from an actual or alleged breach of the:

1. Consumer Protection Act 1987 – Part II; or
2. Food Safety Act 1990 – Part II and Food Hygiene (Amendment) Regulations 1990;

or subsequent amendment or re-enactment, or similar legislation in Northern Ireland, the Isle of Man or the Channel Islands, provided the proceedings relate to an **occurrence**:

1. happening during the Period of Insurance and in connection with the Insured's business; and
2. which may be the subject of indemnity under Part 1 of this Policy.

In the event of any dispute arising concerning whether any prosecution should be defended, or an appeal made, such dispute shall be referred to leading counsel (the identity of whom shall be mutually agreed between the Insured and the Company, or in default of agreement nominated by the President of the Law Society) whose decision shall be final and binding on both parties.

### Data Protection Act 1998

Under Part 1, Section 2, the Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay resulting from an **occurrence** during the Period of Insurance under Section 13 of the Data Protection Act 1998 ('the 1998 Act'), provided that:

1. the Insured has made and will maintain all notifications required by the 1998 Act in respect of all types of personal data processed by the Insured, and all purposes for which the Insured processes such data.
2. the Company shall have no liability under this extension in respect of any:
  - a) act or omission which the Insured commits knowing it will result in a breach of the 1998 Act; or
  - b) cost of replacing, rectifying, reinstating or erasing any data.

The liability of the Company in respect of this extension shall not exceed £1 million in the aggregate.

### Defective Premises Act 1972

Under Part 1, Section 2, the Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 in respect of **property damage** happening during the Period of Insurance to premises which have been disposed of by the Insured.

This extension does not apply to any cost of remedying any defect in any such premises.

### Defence Costs

Under Part 1, Sections 1, 2 and 3, the Company will indemnify the Insured for the following, provided they are incurred with the Company's prior written consent:

1. **legal defence costs;**
2. legal fees for representation of the Insured at a coroner's inquest or similar inquiry or court proceedings in connection with an alleged breach of statutory duty resulting from an **occurrence** which may be the subject of indemnity under Part 1 of this Policy; and
3. legal fees and expenses (not including prosecution costs awarded) reasonably incurred in the defence of a prosecution or an appeal against conviction under the Corporate Manslaughter and Corporate Homicide Act 2007 or subsequent amendment or re-enactment, or similar legislation in Northern Ireland, the Isle of Man or the Channel Islands, provided the proceedings relate to an **occurrence** which may be the subject of indemnity under Part 1 of this Policy.

In the event of any dispute arising concerning whether any prosecution should be defended, or an appeal made, such dispute shall be referred to leading counsel (the identity of whom shall be mutually agreed between the Insured and the Company, or in default of agreement nominated by the President of the Law Society) whose decision shall be final and binding on both parties.

### Health and Safety at Work Act 1974 - Legal Costs

Under Part 1, Sections 1, 2, and 3, the Company will indemnify the Insured and, at the request of

the Insured, principals, partners, directors and **employees** of the Insured for necessary and reasonable legal fees and expenses (including prosecution costs awarded) reasonably incurred with the Company's prior written consent, in the defence against a prosecution or an appeal against conviction resulting from an actual or alleged breach of the Health and Safety at Work Act 1974 (and regulations made under it) or subsequent amendment or re-enactment, or similar legislation in Northern Ireland, the Isle of Man or the Channel Islands, provided the proceedings relate to an **occurrence**:

1. happening during the Period of Insurance and in connection with the Insured's business; and
2. which may be the subject of indemnity under Part 1 of this Policy.

In the event of any dispute arising concerning whether any prosecution should be defended, or an appeal made, such dispute shall be referred to leading counsel (the identity of whom shall be mutually agreed between the Insured and the Company, or in default of agreement nominated by the President of the Law Society) whose decision shall be final and binding on both parties.

### Indemnity to Others

Under Part 1, Sections 1, 2, and 3, at the request of the Insured, the Company will indemnify against liability:

1. the Insured's principals, partners, directors, officers or **employees** (whilst acting within the scope of their duties as such);
2. officers or members of the Insured's social, canteen, welfare or first aid organisations or fire or ambulance services in their respective capacities as such;
3. **employees** in respect of private work undertaken by an **employee** with the prior consent of the Insured; and
4. principals for whom the Insured is or has been carrying out work, in respect of an **occurrence** for which the Insured is responsible, but only to the extent that the Insured has previously assumed such responsibility in a contract or agreement with such principal.

Provided that:

1. such person or principal shall observe, fulfil and be subject to the terms and conditions of Part 1 of this Policy;
2. such person or principal is not entitled to indemnity under any other insurance;
3. such person or principal has no conflict of interest with the Insured; and
4. the Company shall be entitled (but not obliged), at its discretion, to take over and conduct the investigation and defence and settlement of any claim.

#### **Motor Liability – Contingent, Incidental Movement, Loading/Unloading or Tool of Trade**

Under Part 1, Section 2, notwithstanding the exclusion entitled *Vehicles*, the Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay in respect of **bodily injury** or **property damage** caused by an **occurrence** in connection with the Insured's business and resulting from:

1. the use of a mechanically propelled vehicle not owned or provided by the Insured, unless arising while such vehicle is driven:
  - a) by the Insured;
  - b) by a person, with the consent of the Insured, if the Insured knows that such person does not hold a valid licence to drive the vehicle; or
  - c) within the United States of America, its possessions or territories.
2. the incidental movement of a mechanically propelled vehicle by the Insured, because such vehicle interferes with and obstructs the performance of the Insured's business, provided that such movement is restricted to the minimum required to obtain access to or exit from the Insured's premises.
3. the loading or unloading of a mechanically propelled vehicle or trailer attached thereto.
4. the use of self-propelled mechanical plant whilst lawfully operated as a tool of trade on land.

However, this extension does not apply to any:

1. circumstance in which the Insured is required to maintain compulsory insurance, or to

provide equivalent security, to comply with the requirements of any legislation applicable to any vehicle, trailer or plant described above, including any road traffic legislation.

2. loss of or damage to any vehicle, trailer or plant described above, or any contents thereof.
3. aircraft, spacecraft, aerial or aerospace device, hovercraft or waterborne craft.

#### **Personal Overseas Liability**

Under Part 1, Section 2 only, subject to the Territorial Limits, at the request of the Insured, the Company will indemnify the Insured's principals, partners, directors, officers or **employees**, or members of their families, against liability for damages in respect of **bodily injury** or **property damage** incurred in a personal capacity whilst temporarily outside their normal country of residence in connection with the Insured's business.

This extension does not apply to liability for any damages, loss, cost or expense arising out of any:

1. ownership or occupation of any land or building; or
2. possession, ownership or use of any motor vehicle for which insurance or security is required under the provision of any road traffic legislation.

#### **Subsidiaries – Newly Acquired or Formed**

Under Part 1, Sections 1, 2 and 3, at the request of the Insured, the Company will indemnify against liability a **subsidiary organisation** acquired or formed by the Insured during the Period of Insurance, provided that in respect of any newly acquired or formed organisation:

1. full underwriting information is provided within thirty (30) days of acquisition or formation, or within such other period as may be agreed by the Company;
2. the business of the **subsidiary organisation** is similar to the Insured's business; and
3. the Insured accepts any additional terms and conditions determined by the Company and pays any additional premium required.

### Unsatisfied Court Judgments

Under Part 1, Section 1, if an **employee** sustains **bodily injury**:

1. in the course of employment by the Insured;  
and
2. caused by an **occurrence** during the Period of Insurance;

for which a party other than the Insured is legally liable, and the **employee** is unable to:

1. enforce a judgment for damages for such injury against such third party, either in part or in whole, within six (6) months of the date of the judgment, then the Company will, at the request of the Insured, indemnify the **employee** up to the amount of the adjudged damages and awarded costs to the extent they remain unsatisfied, provided that:
  - a) the **employee** assigns the benefit of any judgment to the Company; and
  - b) there is no appeal outstanding against such judgment.
2. institute or serve proceedings for damages against such third party within a reasonable period of time or at all, then the Company will, at the request of the Insured, pay to the **employee** an amount equivalent to the sum which would, in the opinion of leading counsel, reasonably be expected to be recovered in proceedings for damages in a court, provided that the **employee**:
  - a) assigns any cause of action to the Company; and
  - b) provides all reasonable assistance that the Company may require should it become possible to pursue the action.

Necessary and reasonable costs incurred by the **employee** in compliance with these requirements will be reimbursed by the Company.

This extension does not apply to any judgments, claims or proceedings (whether or not instituted and served) in the United States of America or its possessions or territories.

The liability of the Company in respect of this extension shall not exceed £1 million in the aggregate.

## EXCLUSIONS APPLICABLE TO PART 1

The following exclusions apply to all Sections of this Part 1.

This Part of this Policy does not apply to any:

### Contractual Liability

damages, loss, cost or expense arising out of any liability or obligation assumed in a contract or agreement.

This exclusion does not apply to liability for damages for **bodily injury** or **property damage**, to which Part 1 of this Policy applies, that the Insured would have in the absence of such contract or agreement.

### Deliberate Acts

damages, loss, cost or expense arising out of any act or omission that:

1. is intended by the Insured; or
2. would reasonably be expected from the perspective of a person in the circumstances of the Insured;

to cause injury or damage, even if the actual injury or damage caused is of a different degree or type than expected or intended.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or tangible property.

### Employment Related Practices

damages, loss, cost or expense arising out of any injury or damage sustained by any person, whether or not in the course of employment by the Insured, arising out of any employment-related act, omission, policy, practice or representation, including any:

1. dismissal, discharge or termination of employment;
2. breach of any contract of service or apprenticeship;
3. harassment, whether sexual or otherwise;
4. discrimination;

5. deprivation of career opportunity;
6. negligent evaluation or training;
7. negligent reference;
8. misrepresentation, defamation or disparagement, breach of data protection laws, invasion of privacy, breach of confidentiality, malicious falsehood or false imprisonment; or
9. retaliation on account of whistleblowing or the exercise by any person of their legal rights;

or for any award made by an Employment Tribunal (whether or not relating to one of the above actions).

This exclusion does not apply to damages for **bodily injury** under Part 1, Section 1 (Employers' Liability) only.

### Fines, Penalties or Restitution

1. liquidated damages or penalties (contractual or otherwise) or any criminal or civil fines.
2. amount that constitutes unjust enrichment, including any restitution or return of any fees or expenses or any consideration owed (whether or not disputed) or paid to the Insured.
3. loss, cost or expense to perform any obligation assumed by or on behalf of the Insured.
4. loss, cost or expense incurred, or agreed to, by or on behalf of the Insured, except in an agreed settlement by the Company.

#### **EXCLUSIONS – PART 1, SECTION 1 (EMPLOYERS' LIABILITY)**

The insurance provided by Part 1, Section 1 does not apply to any:

##### **Offshore Activities**

damages, loss, cost or expense arising out of **bodily injury** sustained by any **employee** arising out of or in the course of **offshore activities**.

##### **Road Traffic Legislation**

damages, loss, cost or expense for which compulsory motor insurance or equivalent security is required under road traffic legislation in force within the Territorial Limits.

This exclusion does not apply to cover provided under the extension entitled *Unsatisfied Court Judgments*.

## EXCLUSIONS – PART 1, SECTIONS 2 AND 3 (PUBLIC AND PRODUCT LIABILITY)

The insurance provided by Part 1, Sections 2 and 3 does not apply to any:

### Adjustment, Recall, Repair, Replacement or Withdrawal

damages, loss, cost or expense arising out of any loss of use of or adjustment, disposal, inspection, recall, removal, repair, replacement or withdrawal of:

1. the Insured's **product**; or
2. any property containing or incorporating the Insured's **product**;

if such **product** or property is recalled or withdrawn from the market or from use by any person or organisation because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

### Aircraft, Spacecraft, Aerial or Aerospaceal Device or Missile Products

damages, loss, cost or expense arising out of any aircraft, spacecraft, aerial or aerospaceal device or missile, or any related **product**, including any:

1. article, equipment, material, part or spare part installed or otherwise incorporated in, on or under any aircraft, spacecraft, aerial or aerospaceal device or missile, or furnished or used in connection therewith;
2. air or space communication, guidance or navigation system;
3. ground control, handling or support equipment or tools furnished or used in connection therewith;
4. equipment or tools furnished or used in connection with manufacturing, repairing or servicing any of the foregoing;
5. blueprints, designs, drawings, information, instructions, manuals, maps, opinions, reports, representations, software, specifications, surveys, training aids, warnings or warranties or engineering or other data furnished or used in connection with any of the foregoing; or
6. engineering or other advice, instruction, labour or service relating to any of the foregoing.

### Asbestos

damages, loss, cost or expense arising out of or in any way related to any:

1. actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos**;
2. request, demand, order or regulatory or statutory requirement that the Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralise, or in any way respond to, or assess the effects of **asbestos**; or
3. claim or proceedings by or on behalf of a government authority or others for any damages, loss, cost or expense arising out of any testing for, monitoring, cleaning up, containing, treating, detoxifying or neutralising, or in any way responding to, or assessing the effects of **asbestos**.

### Breach of Professional Duty

damages, loss, cost or expense arising out of any rendering of or failure to render any professional service or advice for a fee, or in circumstances where a fee would normally be charged.

### Cross Liabilities

damages, loss, cost or expense arising out of any injury or damage sustained by:

1. the Insured.
2. any person or organisation that either directly or indirectly controls the Insured through:
  - a) controlling or holding a majority of its voting rights; or
  - b) the right to appoint or remove a majority of its board of directors.
3. any **subsidiary organisation**.
4. any manager, member or partner of any limited liability company, partnership or joint venture in which the Insured has an interest.
5. any partner, director, officer or **employee** of any person or organisation described above.
6. any agent, heir, representative or successor of any person or organisation described above.

### Damage to the Insured's Product

damages, loss, cost or expense for any **property damage** to the Insured's **product** if arising out of it or any part of it.

### Damage to Property in the Insured's Care, Custody or Control (except leased or rented premises or personal effects)

damages, loss, cost or expense arising out of any **property damage** to:

1. any property owned, held in trust or occupied by, leased or rented to or in the care, custody or control of the Insured.
2. that particular part of any property upon which the Insured or any **employee** of the Insured is or has been carrying out work, if arising out of such work.

Subparagraph 1. of this exclusion does not apply to **property damage** to:

1. personal property of partners, directors, officers or **employees** of the Insured or of visitors to the Insured's premises.
2. premises or the fittings or fixtures thereof while leased or rented to the Insured.
3. premises or the fittings or fixtures thereof, not owned by or leased or rented to the Insured, while temporarily occupied by the Insured for the purpose of carrying out work in or on such premises.

### Employees

damages, loss, cost or expense arising out of any injury or damage sustained by any **employee** arising out of or in the course of employment by the Insured.

### Intellectual Property Laws or Rights

damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened assertion, infringement or violation by any person or organisation of any **intellectual property law or right**.

### Nuclear

damages, loss, cost or expense arising out of or in any way related to any **nuclear source**.

### Pollution or Contamination

damages, loss, cost or expense arising out of or in any way related to any:

1. actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of smoke, vapours, soot, fumes, acids, alkalis, chemicals, waste materials or other solid, liquid, gaseous or thermal irritants, contaminants or pollutants;
2. request, demand, order or regulatory or statutory requirement that the Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralise, or in any way respond to, or assess the effects of any irritants, contaminants or pollutants; or
3. claim or proceedings by or on behalf of a government authority or others for any damages, loss, cost or expense arising out of any testing for, monitoring, cleaning up, containing, treating, detoxifying or neutralising, or in any way responding to, or assessing the effects of any irritants, contaminants or pollutants.

Subparagraph 1. of this exclusion does not apply to liability for damages for **bodily injury** or **property damage**, to which Part 1 of this Policy applies, caused by a sudden, identifiable, unintended and unexpected event happening anywhere in the world, other than in the United States of America or its possessions or territories.

### Successor Liability

damages, loss, cost or expense arising out of the:

1. ownership, maintenance or use of any assets acquired by the Insured; or
2. conduct of any person or organisation whose assets, business or organisation the Insured acquires;

for any injury or damage happening, in whole or in part, before such acquisition is executed.

### Vehicles

damages, loss, cost or expense arising out of any ownership, maintenance, possession or use by or on behalf of the Insured of any:

1. mechanically propelled vehicle or trailer attached thereto whilst being used in circumstances which require compulsory insurance or equivalent security to comply

with the requirements of any legislation applicable to the use of such vehicle, including road traffic legislation.

2. aircraft, spacecraft, aerial or aerospace device, hovercraft or waterborne craft.

Subparagraph 2. of this exclusion does not apply to **bodily injury** or **property damage** caused by the use of a waterborne craft that is:

1. a hand or sail propelled craft of less than 15 metres in length: or
2. not owned by the Insured, provided that such craft is rented to the Insured, with a supplied crew, for business entertainment.

This exclusion does not apply to cover provided under the extension entitled *Motor Liability - Contingent, Incidental Movement, Loading/Unloading or Tool of Trade*.

#### **War**

damages, loss, cost or expense arising out of **war**.

## CONDITIONS APPLICABLE TO PART 1

In addition to the *General Provisions* the following Conditions apply to all Sections of Part 1.

### Apportionment of Defence Costs

If the Company and others are obliged to make payments in the settlement of a claim that exceed the applicable Limit of Indemnity, then the liability of the Company in respect of related **legal defence costs** shall be limited to the proportion of such **legal defence costs** as the proportion of the Company's contribution to the total settlement.

### Reasonable Care

The Insured is obliged, at its own expense, to take all reasonable precautions to prevent injury, damage or loss which may give rise to liability, to comply with all statutory or other obligations and to take all reasonable steps to:

1. ensure that only competent **employees** are employed;
2. keep all plant, premises, machinery and ways in good repair;
3. remedy any defect or danger and to take all necessary precautions as soon as possible after discovery; and
4. ensure that its **products** are free from defect and fit for their intended purpose.

## **CLAIMS CONDITIONS APPLICABLE TO PART 1**

The following Conditions apply to all Sections of Part 1.

### **Company's Rights: Investigation, Defence and Settlements**

The Company is entitled (but not obliged), at its discretion, to:

1. take over and conduct (including in the name of the Insured) the investigation, defence (including appeals) or settlement of any claim; and
2. prosecute for its own benefit any claim for indemnity, damages or otherwise.

The Company, at its discretion, may at any time pay:

1. the applicable Limit of Indemnity (after deduction of any sums already paid); or
2. any amount for which any claim can be settled;

and may then relinquish any conduct or control of, and shall be under no further liability in respect thereof.

### **Insured's Duties in the Event of a Claim**

In the event of any circumstance arising that may result in a claim under this Policy, written notice containing:

1. particulars sufficient to identify the Insured;
2. all available information concerning the circumstance, including how, when and where it happened; and
3. all available names and addresses of any party who has suffered injury, loss or damage and of all available witnesses;

shall be given to the Company as soon as practicable after the circumstance becomes known to the Insured.

The Insured shall give written notice to the Company of any claim or proceedings as soon as practicable after such claim or proceedings come to the knowledge of the Insured and shall as soon as practicable, forward to the Company every pre-action letter, demand, notice, summons,

claim form or other process received by the Insured.

The Insured shall not admit liability for or negotiate the settlement of any claim without the written consent of the Company.

The Insured shall co-operate with and provide all required assistance to the Company and, at the Company's request and in accordance with its instructions, shall:

1. assist in negotiating or concluding settlements;
2. co-operate in the conduct of any proceedings enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured because of injury or damage with respect to which insurance is afforded; and
3. attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

## PART 2. PROFESSIONAL INDEMNITY

### SECTION 1. PRODUCTS AND SERVICES ERRORS AND OMISSIONS INSURANCE

Under this Section of Part 2, the Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay for **business injury** caused by an **act** and resulting from a:

1. **product or service defect**; or
2. **contract performance failure**.

This Section will only apply provided that:

1. such **act** happens after the Retroactive Date shown in the Schedule and before the end of the Period of Insurance;
2. such **act** happens within the Territorial Limits;
3. a claim by a person or organisation for damages is both first made against the Insured and reported to the Company in writing:
  - a) during the Period of Insurance or within 30 days of its termination; or
  - b) during any Extended Reporting Period provided; and
4. such claim is made within the Territorial Limits.

This Section does not apply to **business injury** caused by an **act** that results in a **security breach**.

## SECTION 2. INFORMATION AND DATA PROTECTION INSURANCE

Under this Section of Part 2, the Company will indemnify the Insured for:

1. damages and related claimants' costs that the Insured becomes legally liable to pay for:
  - a) **business injury** caused by an **act** and resulting from a:
    - i. **product or service defect**; or
    - ii. **contract performance failure**;
 that results in a **security breach**; or
  - b) **privacy injury** caused by an **act**.
2. **privacy data breach expenses** incurred by the Insured (other than **contractually assumed privacy data breach expenses**).
3. **contractually assumed privacy data breach expenses**.
4. **e-threat expenses**.
5. **reward expenses**.

The applicable covers under this Section will only apply as follows:

For clause 1 above, provided that:

1. such **act** happens after the Retroactive Date shown in the Schedule and before the end of the Period of Insurance;
2. such **act** happens within the Territorial Limits;
3. a claim by a person or organisation is both first made against the Insured and reported to the Company in writing;
  - a) during the Period of Insurance or within 30 days of its termination; or
  - b) during any Extended Reporting Period provided; and
4. such claim is made within the Territorial Limits.

For clauses 2 and 3 above, provided that such **privacy data breach expenses** or **contractually assumed privacy data breach expenses** are incurred:

1. for a **privacy data breach** which happens:
  - a) after the Retroactive Date shown in the Schedule and before the end of the Period of Insurance; and
  - b) within the Territorial Limits; or
2. by the Insured during the Period of Insurance and reported to the Company in writing during the Period of Insurance or within one year after the end of the Period of Insurance.

All such **privacy data breach expenses** or **contractually assumed privacy data breach expenses** incurred following a **privacy data breach** will be deemed to be incurred during the Period of Insurance when the first such expenses were incurred and reported to the Company.

For clauses 4 and 5 above, to the extent possible, the Insured should notify the Company of its intent to incur any such **e-threat expenses** or **reward expenses** before doing so and in any event within forty-eight (48) hours after incurring any such **e-threat expenses** or **reward expenses**.

**SECTION 3. REPUTATIONAL INJURY,  
DISCLOSURE OF CONFIDENTIAL  
INFORMATION INJURY, INTELLECTUAL  
PROPERTY INJURY AND CYBER ATTACK  
INSURANCE**

Under this Section of Part 2, the Company will indemnify the Insured for damages and related claimants' costs that the Insured becomes legally liable to pay for:

1. **reputational injury**;
  2. **disclosure of confidential information injury**; or
  3. **intellectual property injury**;
- caused by an **act**; or
4. injury caused by a **cyber attack**, except for **cyber attack** that causes:
    - a) **business injury** arising out of a **product or service defect** or **contract performance failure**;
    - b) **disclosure of confidential information injury**;
    - c) **intellectual property injury**; or
    - d) **privacy injury**.

This Section will only apply provided that:

1. such **act** or **cyber attack** happens after the Retroactive Date shown in the Schedule and before the end of the Period of Insurance;
2. such **act** or **cyber attack** happens within the Territorial Limits;
3. a claim by a person or organisation for damages is both first made against the Insured and reported to the Company in writing;
  - a) during the Period of Insurance or within 30 days of its termination; or
  - b) during any Extended Reporting Period provided; and
4. such claim is made within the Territorial Limits.

## LIMITS OF INDEMNITY APPLICABLE TO PART 2

The applicable Section Aggregate Limit of Indemnity shown in the Schedule is the most the Company will pay under each Section of Part 2 for:

1. damages and related claimants' costs;
2. **legal defence costs** and payments made under any extension (save where provided to the contrary in any extension); and
3. other covered expenses (where applicable);

irrespective of the number of claims.

The Sections of this Part 2 and the Limits of Indemnity applicable to them are designed to be mutually exclusive. However, in the event that more than one Section Aggregate Limit of Indemnity under Part 2 applies to:

1. damages and related claimants' costs;
2. **legal defence costs** and payments made under any extension (save where provided to the contrary in any extension); and
3. other covered expenses (where applicable);

caused by an **act**, the most the Company will pay is:

1. the largest applicable Section Aggregate Limit of Indemnity; or
2. if the applicable Section Aggregate Limits of Insurance are the same, only one of the Section Aggregate Limit of Indemnity.

Subject to the applicable Section Aggregate Limit of Indemnity under Part 2, the most the Company will pay for:

1. damages and related claimants' costs;
2. **legal defence costs** and payments made under any extension (save where provided to the contrary in any extension); and
3. other covered expenses (as applicable);

irrespective of the number of claims, for:

1. **business injury** to which Section 1 of Part 2 applies is the applicable Section Limit of Indemnity for Products and Services Errors and Omissions shown in the Schedule;

2. **business injury** to which Section 2 of Part 2 applies is the applicable Section Limit of Indemnity for Products and Services Errors and Omissions Security Breach shown in the Schedule;
3. **privacy injury** to which Section 2 of Part 2 applies is the applicable Section Limit of Indemnity for Privacy Injury shown in the Schedule;
4. **privacy data breach expenses** to which Section 2 of Part 2 applies is the applicable Section Limit of Indemnity for Privacy Data Breach Expenses shown in the Schedule;
5. **contractually assumed privacy data breach expenses** to which Section 2 of Part 2 applies is the applicable Section Limit of Indemnity for Contractually Assumed Privacy Data Breach Expenses shown in the Schedule;
6. **e-threat expenses** to which Section 2 of Part 2 applies is the applicable Section Limit of Indemnity for E-Threat Expenses shown in the Schedule;
7. **reward expenses** to which Section 2 of Part 2 applies is the applicable Section Limit of Indemnity for Reward Expenses shown in the Schedule;
8. **reputational injury** to which Section 3 of Part 2 applies is the applicable Section Limit of Indemnity for Reputational Injury shown in the Schedule;
9. **disclosure of confidential information injury** to which Section 3 of Part 2 applies is the applicable Section Limit of Indemnity for Disclosure of Confidential Information Injury shown in the Schedule;
10. **intellectual property injury** to which Section 3 of Part 2 applies is the applicable Section Limit of Indemnity for Intellectual Property Injury shown in the Schedule; or
11. injury caused by a **cyber attack** to which Section 3 of Part 2 applies is the applicable Section Limit of Indemnity for Cyber Attack shown in the Schedule.

Any such amount the Company pays will reduce the amount of the applicable Section Aggregate Limit of Indemnity under Part 2. The remaining amount of such Section Aggregate Limit of

Indemnity under Part 2 is the most that will be available for any other payment.

The Limits of Indemnity apply separately to each consecutive annual Period of Insurance and to any remaining period of less than 12 months, starting with the beginning of the Period of Insurance shown in the Schedule, unless the Period of Insurance is extended after issuance for an additional period. In that case, the additional period will be deemed to form part of the last preceding period for the purposes of determining the Limits of Indemnity.

The Company's obligations end when the applicable Limit of Indemnity under Part 2 has been exhausted.

## EXTENSIONS APPLICABLE TO PART 2

Extensions are subject to the terms and conditions (including Exclusions and, save where provided to the contrary, Limits of Indemnity) applicable to the Section(s) of Part 2 under which the extension is provided.

The Company's obligations under any extension end when the applicable Limit of Indemnity has been exhausted.

### Compensation for Court Attendance and Staff Disruption

Under Sections 1, 2 and 3 of Part 2 the Company shall pay the following sums to the Insured in the event that a partner, director, officer or **employee** of the Insured, at the request of the Company:

1. attends a court or arbitration hearing as a witness - up to £250 for each day on which that person attends as a witness.
2. is interviewed by the lawyers conducting the defence against a claim for the purpose of composing a witness statement - up to £50 per hour in respect of the time certified by the lawyers as time being interviewed.
3. is reasonably needed to attend a Conference with Counsel (as that expression is used by the Bar of England and Wales) - up to £50 per hour in respect of the time certified by the lawyers conducting the defence against the claim as time spent in such conference.
4. attends a court or arbitration hearing as an observer - up to £50 for each day on which that person attends as an observer, provided that the Company shall only be liable to compensate for the occupation of one observer per day.

The liability of the Company in respect of this extension shall not exceed £50,000 in the aggregate and shall not erode the applicable Limit of Indemnity.

### Defence Costs

Under Sections 1, 2 and 3 of Part 2, the Company will indemnify the Insured for **legal defence costs** or **regulatory costs** incurred with the Company's prior written consent.

Please note that payments in respect of **legal defence costs** or **regulatory costs** are subject to

the Limit of Indemnity applicable to each Section of Part 2; please refer to the Limits of Indemnity Section of Part 2 of this Policy.

### Extended Reporting Period

Under Sections 1, 2 and 3 of Part 2, if for a reason other than for non-payment of premium, the Company cancels or refuses to renew this Policy, then the Insured may:

1. by giving written notice to the Company no later than 10 days after the effective date of cancellation or non-renewal; and
2. upon payment of a non-refundable additional premium paid to the Company within 30 days of the cancellation or non-renewal;

secure an Extended Reporting Period of four (4) months following the effective date of such cancellation or non-renewal to report claims made against the Insured, notice of which have been received and recorded by the Insured during that period. Provided that the **act** giving rise to the claim happened prior to the effective date of cancellation or non-renewal, such claims shall be deemed to have been made and reported during the Period of Insurance.

An Extended Reporting Period:

1. does not extend the Period of Insurance or change the scope of cover provided.
2. does not reinstate or increase any Limit of Indemnity.
3. may not be cancelled once in effect.

### Fees and Expenses - Mitigation of Potential Claims against the Insured

Under Section 1 and Section 2, clause 1a) of Part 2 only, to mitigate potential claims against the Insured by a customer, the Company may, at its discretion, make payment to the Insured in respect of fees and expenses invoiced to such customer but not collected by the Insured provided that:

1. such fees and expenses are in respect of the Insured's **product** having been supplied to, or the Insured's **service** having been rendered to, the customer;
2. during the Period of Insurance, the customer has refused to pay such fees and expenses; and

3. the basis of the customer's refusal to pay is expressed by the customer to be a direct consequence of **business injury**.

This extension will only apply if:

1. a request for payment under this extension is first made by the Insured and notified to the Company during the Period of Insurance.
2. the Insured can show to the Company's satisfaction that:
  - a) it has taken reasonable steps to collect such fees and expenses;
  - b) taking further steps to collect such fees and expenses would be likely to provoke a claim against the Insured; and
  - c) the likelihood of a claim being brought is reduced by desisting in efforts to collect such fees and expenses.
3. such claim would be covered either under Section 1 or Section 2, clause 1a) of Part 2 of this Policy.
4. the Insured takes all necessary steps to prevent damages and related costs and follows all instructions issued by the Company and provides the Company with all relevant documents including contracts, correspondence, records, invoices and any other information.
5. the Insured consents to the interviewing of relevant **employees** by the Company.

### Special Provisions

1. If a payment is made by the Company under this extension and a claim relating to substantially the same supply of the Insured's **product** or rendering of the Insured's **service** is subsequently made against the Insured, then any amounts paid under this extension will be deemed to have been paid on account of such claim.
2. Following any payment by the Company under this extension, the Insured shall take no further steps to collect any sums in respect of substantially the same supply of the Insured's **product** or rendering of the Insured's **service**. If the Insured, in breach of this condition, takes any such further steps and a claim is brought against the Insured, then there shall be no cover under any part of this Part 2 of this Policy in respect of any such claim.

3. The Company shall not be liable to make payment in respect of any element of profit included in fees and expenses invoiced or any Value Added Tax.

4. Payment by the Company under this extension, in itself, does not constitute an admission or assumption of liability or a conclusion that the Insured's **product** or the Insured's **service** failed or is defective, deficient or inadequate.

### Limit and Excess

This extension is subject to the Limit of Indemnity applicable to Section 1 and Section 2, clause 1a) of Part 2 of this Policy only. Any sums paid under this extension will:

1. reduce the amount of that limit available for any other payment; and
2. be deemed to be damages and related costs.

The amount of the **excess** shall in no case be less than:

1. the amount of the **excess** applicable under Section 1 of Part 2 of this Policy; or
2. 10% of the fees and expenses invoiced;

whichever is the greater.

### Indemnity to Others

Under Sections 1, 2 and 3 of Part 2, at the request of the Insured, the Company will indemnify against liability the Insured's partners, directors, officers or **employees** (whilst acting within the scope of their duties as such) provided that:

1. such persons shall observe, fulfil and be subject to the terms and conditions of this Policy;
2. such persons are not entitled to indemnity under any other insurance;
3. such persons have no conflict of interest with the Insured; and
4. the Company shall be entitled (but not obliged), at its discretion, to take over and conduct the investigation and defence and settlement of any claim.

**Loss of Data or Documents of Others**

Under Section 1 and Section 2, clause 1a) of Part 2 only, the Company will indemnify the Insured for costs and expenses the Insured becomes legally liable to pay for loss of or damage to data or documents owned by others including software, data or other information stored in electronic form whilst in the custody of the Insured or other persons or organisations to whom the Insured has entrusted such documents.

Provided that:

1. the Company will not be liable in respect of any:
  - a) loss or damage to documents happening outside the European Union.
  - b) claims arising from wear and tear, gradual deterioration, moth or vermin.
  - c) damages, loss, cost or expense arising out of any dispute as to ownership of or title to documents.
2. the **excess** stated in the Schedule will not apply; instead the Company shall not be liable for the first £1,000 of each and every claim.
3. any claim must be supported by bills and accounts which will be approved by a competent person to be nominated by the Company.
4. documents shall not include **money**.

The liability of the Company in respect of this extension shall not exceed £50,000 in the aggregate and shall not erode the applicable Limit of Indemnity.

**Subsidiaries – Newly Acquired or Formed**

Under Sections 1, 2 and 3 of Part 2, at the request of the Insured, the Company will indemnify against liability a **subsidiary organisation** acquired or formed by the Insured during the Period of Insurance, provided that in respect of any newly acquired or formed organisation:

1. full underwriting information is provided within 60 days of acquisition or formation, or within such other period as may be agreed by the Company;

2. the business of the **subsidiary organisation** is similar to the Insured's business; and
3. the Insured accepts any additional terms and conditions determined by the Company and pays any additional premium required.

Such cover shall be effective from the date of acquisition or completion.

## EXCLUSIONS APPLICABLE TO PART 2

The exclusions below apply to all Sections of Part 2 of this Policy unless otherwise specified.

This insurance does not apply to any:

### Adjustment, Recall, Repair, Replacement or Withdrawal

damages, loss, cost or expense for any adjustment, disposal, inspection, recall, removal, repair, replacement or withdrawal of:

1. the Insured's **product** or the Insured's **service**;
2. any property containing or incorporating the Insured's **product** or the Insured's **service**;
3. any property on which the Insured's **service** is or was performed; or
4. any content, information or material;

regardless of whether or not any such adjustment, disposal, inspection, recall, repair or replacement is performed by the Insured or others.

This exclusion does not apply to the extension entitled *Loss of Data or Documents of Others*.

### Anti-Trust or Anti-Competitive Practices

damages, loss, cost or expense arising out of any actual or alleged breach of any law or regulation designed to prevent any anti-trust or anti-competitive practice, abuse of dominant position, cartel or price-fixing activity, or otherwise protect competition.

### Asbestos, Silica or Mixed Dust

damages, loss, cost or expense arising out of or in any way related to any:

1. actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of **asbestos, silica or mixed dust**;
2. request, demand, order or regulatory or statutory requirement that the Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralise, or in any way respond to, or assess the effects of **asbestos, silica or mixed dust**; or

3. claim or proceedings by or on behalf of a government authority or others for any damages, loss, cost or expense arising out of any testing for, monitoring, cleaning up, containing, treating, detoxifying or neutralising, or in any way responding to, or assessing the effects of **asbestos, silica or mixed dust**.

### Assumed Liability of Others

damages, loss, cost or expense arising out of any assumption of liability or obligation of others in a contract or agreement.

This exclusion does not apply to liability for damages for injury, to which this insurance applies, that the Insured would have in the absence of such contract or agreement.

### Bodily Injury or Property Damage, except Professional Services for a Fee

damages, loss, cost or expense for any **bodily injury** or **property damage**.

This exclusion does not apply to:

1. damages in respect of **bodily injury** or **property damage** caused by an **act** of the Insured in the course of rendering professional service or advice (including directions, designs, formulae, plans and specifications) for a fee, or in circumstances where a fee would normally be charged; or
2. the extension entitled *Loss of Data or Documents of Others*.

### Ceasing to Support

damages, loss, cost or expense arising out of any actual, alleged or threatened decision by the Insured:

1. not to provide or support; or
2. to cease to provide or support;

in whole or in part at any time, any content, good, information, material, **product**, property or **service** that the Insured is obligated to provide or support.

### Continuing Acts following Non-Renewal or Cancellation

damages, loss, cost or expense arising out of any continuation or resumption of any **act**, following non-renewal or cancellation of this Policy or subsequent renewal or replacement of this Policy that is issued by the Company and which would otherwise apply to such **act**.

### Cost of Contract or Restitution

1. amount that constitutes unjust enrichment, including any restitution or return of any charges or fees or any consideration owed or paid to the Insured;
2. cost or expense to perform any obligation assumed by or on behalf of the Insured; or
3. damages, loss, cost or expense incurred, or agreed to, by or on behalf of the Insured, except in an agreed settlement and release of liability signed by the Company.

This exclusion does not apply to **contractually assumed privacy data breach expenses** to which this insurance applies.

### Crime, Dishonesty or Fraud

damages, loss, cost or expense arising out of any criminal, dishonest, fraudulent or malicious conduct committed by any person or organisation with the consent or prior knowledge of any officer, director or partner, or spouse of any officer, director or partner of the Insured.

### Cross Liabilities

damages, loss, cost or expense arising out of any injury or damage sustained by:

1. the Insured.
2. any person or organisation that either directly or indirectly controls the Insured through:
  - a) controlling or holding a majority of its voting rights; or
  - b) the right to appoint or remove a majority of its board of directors.
3. any **subsidiary organisation**.

4. any manager, member or partner of any limited liability company, partnership or joint venture in which the Insured has an interest.
5. any partner, director, officer or **employee** of any person or organisation described above.
6. any agent, heir, representative or successor of any person or organisation described above.

### Damage to Property in the Insured's Care, Custody or Control

damages, loss, cost or expense arising out of any **property damage** to any property owned, held in trust or occupied by, leased or rented to or in the care, custody or control of the Insured.

This exclusion does not apply to the extension entitled *Loss of Data or Documents of Others*.

### Decompilation or Reverse Engineering

damages, loss, cost or expense arising out of or in any way related to any actual, alleged or threatened decompilation or reverse engineering of any other person's or organisation's:

1. software or other computer code or its source content or material; or
2. method or process designed to control or facilitate any operation or other use of any computer or other automated system;

that was committed by or with the consent or knowledge of the Insured, regardless of whether this insurance would otherwise apply to all or part of any such damages, loss, cost or expense in the absence of any such actual, alleged or threatened decompilation or reverse engineering.

This exclusion does not apply to the extent such decompilation or reverse engineering was expressly authorised by the owner of such code, method or process or where permitted by any applicable law or regulation.

### Deliberate Acts

damages, loss, cost or expense arising out of any act or failure to act that is expected or intended by the Insured to cause injury or damage, even if the actual injury or damage caused is of a different degree or type than expected or intended.

### Employee Benefits

damages, loss, cost or expense arising out of any actual or alleged breach of any law or regulation governing, breach of duty of, or breach of trust by any partner, director, officer or **employee** of the Insured relating to any superannuation, pension, profit sharing, health and welfare or other benefit scheme, programme, plan or trust established or maintained to provide benefits to any partner, director, officer or **employee** of the Insured.

### Employees

damages, loss, cost or expense arising out of any:

1. injury sustained; or
2. damage to property owned;

by any **employee** arising out of or in the course of employment by the Insured.

### Employment Related Practices

damages, loss, cost or expense arising out of any injury or damage sustained by any person, whether or not in the course of employment by the Insured, arising out of any employment-related act, omission, policy, practice or representation, including any:

1. dismissal, discharge or termination of employment;
2. breach of any contract of service or apprenticeship;
3. harassment, whether sexual or otherwise;
4. discrimination;
5. deprivation of career opportunity;
6. evaluation or training;
7. reference;
8. misrepresentation, defamation or disparagement, breach of data protection laws, invasion of privacy, breach of confidentiality, malicious falsehood or false imprisonment; or
9. retaliation on account of whistleblowing or the exercise by any person of their legal rights;

or for any award made by an Employment Tribunal (whether or not relating to one of the above actions).

This exclusion does not apply to **privacy data breach expenses** to which this insurance applies.

### Equitable Relief

cost or expense to comply with any injunction or other equitable relief.

This exclusion does not apply to **privacy data breach expenses** or **contractually assumed privacy data breach expenses** to which this insurance applies.

### Financial Services

damages, loss, cost or expense arising out of, giving rise to or in any way related to an **FSMA activity** carried out by or on behalf of the Insured regardless of whether or not that **FSMA activity** is in contravention of or breaches the **FSMA**.

### Intellectual Property Law or Right

damages, loss, cost or expense arising out of, giving rise to or in any way related to any actual, alleged or threatened:

1. assertion; or
2. infringement or violation;

by any person or organisation (including the Insured) of any **intellectual property law or right**.

Further, this insurance does not apply to the entirety of all allegations in any suit or proceedings, if such suit or proceedings include an allegation of or a reference to an infringement or violation of any **intellectual property law or right**, even if this insurance would otherwise apply to any part of the allegations in such suit or proceedings.

This exclusion applies unless the only infringement or violation of an **intellectual property law or right** is an **act** that causes:

1. **disclosure of confidential information injury** to which Section 3, clause 2 of this insurance applies; or
2. **intellectual property injury** to which Section 3, clause 3 of this insurance applies.

### Maintenance of Contracts or Licences

damages, loss, cost or expense arising out of any actual, alleged or threatened decision by the Insured:

1. not to effect, maintain, procure or secure; or
2. to cancel, let lapse, modify, not renew, revoke, suspend or otherwise impair;

in whole or in part at any time, any bond, insurance, lease, licence, order, permit or other contract or agreement that the Insured is obligated to effect, maintain, procure or secure.

### Money

damages, loss, cost or expense incurred for the value of **money** itself;

1. for which the Insured is legally obligated; or
2. held by the Insured in any capacity, regardless of whether the Insured is legally obligated;

if such **money** is lost due to the actual or alleged:

1. disappearance or theft of; or
2. injury or damage to;

the **money**.

### Nuclear

damages, loss, cost or expense arising out of or in any way related to any **nuclear source**.

### Pollution or Contamination

damages, loss, cost or expense arising out of or in any way related to any:

1. actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of smoke, vapours, soot, fumes, acids, alkalis, chemicals, waste materials or other solid, liquid, gaseous or thermal irritants, contaminants or pollutants;
2. request, demand, order or regulatory or statutory requirement that the Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralise, or in any way respond to, or assess the effects of any irritants, contaminants or pollutants; or

3. claim or proceedings by or on behalf of a government authority or others for any damages, loss, cost or expense arising out of any testing for, monitoring, cleaning up, containing, treating, detoxifying or neutralising, or in any way responding to, or assessing the effects of any irritants, contaminants or pollutants.

### Prior Claims or Circumstances

damages, loss, cost or expense arising out of any:

1. injury, damage, act, claim or other circumstance:
  - a) reported, in whole or in part at any time, to the Company or any other insurer under any insurance that is prior to this insurance; or
  - b) known to the Insured before the beginning of the Period of Insurance, which could reasonably be expected to result in any payment under this insurance; or
2. injury, damage or act known to the Insured, before the beginning of the Period of Insurance, to have happened or to have begun, including any change, continuation or resumption of any such act at any time.

### Securities Laws

damages, loss, cost or expense arising out of any actual or alleged breach of any **securities law**.

### Successor Liability

damages, loss, cost or expense arising out of any:

1. ownership, maintenance or use of any assets acquired by the Insured; or
2. conduct of any person or organisation whose assets, business or organisation the Insured acquires;

for any act happening, in whole or in part, before the date of acquisition or completion, including any continuation or resumption of any such **act**, injury or damage at any time.

#### **Terrorism or War**

damages, loss, cost or expense arising out of **terrorism or war**.

#### **Unsolicited Communications**

damages, loss, cost or expense arising out of any actual, alleged or threatened violation of any applicable statutory or regulatory law, in any jurisdiction that addresses, limits or prohibits the collecting, communicating, disposal, dissemination, distribution, monitoring, printing, publication, recording, sending or transmitting of content, information or material.

This exclusion does not apply to **business injury** caused by an **act** and resulting from **product or service defect** or **contract performance failure** to which this insurance applies.

#### **Vehicles**

damages, loss, cost or expense arising out of any ownership, maintenance, possession or use by or on behalf of the Insured of any:

1. mechanically propelled vehicle or trailer attached thereto whilst being used in circumstances which require compulsory insurance or equivalent security to comply with the requirements of any legislation applicable to the use of such vehicle, including road traffic legislation.
2. aircraft, spacecraft, aerial or aerospace device, hovercraft or waterborne craft.

#### **Wrong Descriptions**

damages, loss, cost or expense arising out of any wrong description of the price of any good, product or service.

This exclusion does not apply to **business injury** caused by the wrong description of the price of any good, product or service caused by an **act** and resulting from a **product or service defect** or **contract performance failure** to which this insurance applies.

## CLAIMS CONDITIONS APPLICABLE TO PART 2

The following Conditions apply to all Sections of Part 2.

### Company's Rights: Investigation, Defence and Settlements

The Company is entitled (but not obliged), at its discretion, to:

1. take over and conduct (including in the name of the Insured) the investigation, defence (including appeals) or settlement of any claim; and
2. prosecute for its own benefit any claim for indemnity, damages or otherwise.

The Company, at its discretion, may at any time pay:

1. the applicable Limit of Indemnity (after deduction of any sums already paid); or
2. any amount for which any claim can be settled;

and may then relinquish any conduct or control of, and shall be under no further liability in respect thereof.

The Company, at its discretion, may adjust and coordinate any claim, proceedings or other loss circumstance with the Insured. However, the Insured is ultimately responsible for the proper apportionment of any payment made under this insurance.

### Insured's Duty to Report Circumstances

If, during the Period of Insurance, the Insured becomes aware of a circumstance which may result in a claim and during the Period of Insurance gives the Company written notice thereof, then subsequent claims notified in accordance with the *Insured's Duties in the Event of a Claim* will be deemed to be claims made during the Period of Insurance.

Written notice of such circumstance shall contain:

1. particulars sufficient to identify the Insured;
2. all available information concerning the circumstance, including how, when and where it happened; and

3. all available names and addresses of any party who has suffered injury, loss or damage and of all available witnesses.

### Insured's Duties in the Event of a Claim

The Insured shall give written notice to the Company of any claim or proceedings as soon as practicable after such claim or proceedings come to the knowledge of the Insured (and in any event within the timeframe set out in the applicable Section) and shall, as soon as practicable, forward to the Company every pre-action letter, demand, notice, summons, claim form or other process received by the Insured.

The Insured shall not admit liability for or negotiate the settlement of any claim without the written consent of the Company.

The Insured shall co-operate with and provide all required assistance to the Company and, at the Company's request and in accordance with its instructions, shall:

1. assist in negotiating or concluding settlements;
2. co-operate in the conduct of any proceedings enforcing any right of contribution or indemnity against any person or organisation who may be liable to the Insured because of injury or damage with respect to which insurance is afforded; and
3. attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.

### Proof of Loss and Legal Proceedings

With respect to **privacy data breach expenses, contractually assumed privacy data breach expenses, e-threat expenses** and **reward expenses** only:

1. the Insured shall:
  - a) give written notice to the Company that it has incurred or will incur **privacy data breach expenses** or **contractually assumed privacy data breach expenses** as soon as practicable and in any event within one year after the end of the Period of Insurance;
  - b) to the extent possible, give written notice to the Company of its intent to incur **e-threat expenses** prior to doing so and in

any event notify the Company, in writing, within forty-eight hours after incurring such expenses; and

- c) give written notice to the Company of its intent to incur **reward expenses** prior to doing so and obtain the Company's prior consent.
- 2. the Insured shall furnish to the Company sworn proof of loss within six (6) months after any notification pursuant to subparagraph 1, above.
- 3. legal proceedings for the recovery of any such **privacy data breach expenses, contractually assumed privacy data breach expenses, reward expenses** and **e-threat expenses** shall not be brought prior to the expiration of sixty (60) days after the proof of loss set out at subparagraph 2, above is filed with the Company.

## DEFINITIONS APPLICABLE TO ALL PARTS OF THIS POLICY

### Act

means an act, error or omission.

**Act** includes all related acts, errors or omissions and all series of continuous, repeated or related acts, errors or omissions.

### Aggregate Policy Limit

means the maximum amount payable to the Insured under any Part of this policy after the application of the terms, conditions and provisions of this policy including any condition of average during the Period of Insurance regardless of the number of **occurrences**.

### Asbestos

means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or **waste**.

### Bodily injury

means physical:

1. injury;
2. illness; or
3. disease;

sustained by a person, including resulting death, mental anguish, mental injury or shock at any time. All such resulting loss shall be deemed to happen at the time of the physical injury, illness or disease that caused it.

### Business Injury

means:

1. **bodily injury** or **property damage** due to the rendering of any professional service or advice; or
2. economic injury, including that resulting from loss of software, data and other information in electronic form, sustained by a person or organisation.

### Contract Performance Failure

means an actual or suspected failure:

1. of the Insured's **product** to perform; or
2. to perform the Insured's **service**;

in accordance with the terms of a contract or agreement.

### Contractually Assumed Privacy Data Breach Expenses

means **privacy data breach expenses** that the Insured is obligated to incur pursuant to the terms of a written contract or agreement pertaining to the Insured's **product** or the Insured's **service**.

**Contractually assumed privacy data breach expenses** do not include **privacy data breach expenses** incurred by others.

### Cyber Attack

means actual or suspected unauthorised access to or unauthorised use of software, data or other information in electronic form that:

1. copies;
2. corrupts;
3. deletes;
4. destroys;
5. discloses;
6. distorts; or
7. manipulates;

such software, data or other information or slows down an **information communication technology product**.

### Denial of Service Attack

means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information **systems**.

**Denial of service attacks** include, but are not limited, to the generation of excess traffic into the network addresses, the exploitation of **system** or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

### Disclosure of Confidential Information Injury

means injury, other than **privacy injury**, that results from;

1. a **cyber attack**; or
2. electronic, oral, written or other publication, disclosure or other use of confidential or proprietary content, information or material in violation of the expressed terms and conditions of a written confidentiality or non-disclosure agreement or any other written

contract or agreement related, in whole or in part, to the Insured's **product** or the Insured's **service**.

### **E-Threat Expenses**

means:

1. property or other consideration the Insured surrenders to remove or mitigate a **threat**; and
2. reasonable and necessary expenses incurred by the Insured for:
  - a) the services of any independent negotiator or consultant; and
  - b) travel accommodation expenses;
 solely and directly incurred as a result of a **threat**.

### **Employee**

means any person employed under a contract of service or apprenticeship with the Insured, whether such contract is expressed, implied, oral or in writing, including persons:

1. supplied by labour only sub-contractors;
2. providing their services on a labour only basis;
3. engaged in work experience or similar schemes;
4. providing their services on a voluntary basis; or
5. on secondment with the Insured.

### **Excess**

means the amount of damages and related claimants' costs and **legal defence costs** payable by the Insured in respect of each and every claim before the Company is liable to make any payment under this Policy.

### **FSMA**

means the Financial Services And Markets Act 2000 or subsequent amendment.

### **FSMA Activity**

means an activity which:

1. is a regulated activity within the meaning in **FSMA**, even if, by virtue of an order of HM Treasury under **FSMA**, an Insured is

regarded as not carrying on the activity by way of business; or

2. under **FSMA** constitutes communication of an invitation or inducement to engage in investment activity within the meaning of **FSMA**.

<b>Information Product</b>	<b>Communication</b>	<b>Technology</b>
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means:

1. communication, computer, data security, electronic, information, Internet, network or website:
  - a) equipment or parts; or
  - b) programs or systems; or
2. software, data or other information that is in electronic form.

### **Intellectual Property Injury**

means injury that results from:

1. a **cyber attack** or other infringement upon:
  - a) copyright or moral right;
  - b) database right, mask work or semiconductor topography right;
  - c) unregistered design right or registered design;
  - d) trade dress;
  - e) trade mark, service mark or collective mark; or
  - f) Internet domain name or e-mail address;
2. passing off a product or service as the product or service of another person or organisation.

**Intellectual property injury** does not include injury arising out of a violation of a licence granted to the Insured.

### **Intellectual Property Law or Right**

means any:

1. certification mark, copyright or moral right, database right, mask work or semiconductor topography right, patent, unregistered design right or registered design, trade dress, trade mark, collective mark or service mark;

2. legally recognised right to or interest in any trade secret or confidential or proprietary non-public personal information;
3. other legally recognised right to or interest in any expression, idea, likeness, appearance, image, name, slogan, style or method of doing business, symbol, title or other intellectual property; or
4. law relating to passing off, piracy, unfair competition or other similar practice.

### **Legal Defence Costs**

means the costs, fees and expenses incurred in the investigation, defence and settlement of that part of a specific claim for damages covered by this Policy.

In respect of Part 2 only, **legal defence costs**:

1. includes related costs, fees and expenses in connection with a claim for injunctive relief to prevent such injury from continuing or resuming.
2. does not include **regulatory costs** or any salaries or expenses of the Insured's **employees** or directors, managers, members, officers or partners.

### **Mixed Dust**

means any combination of **asbestos** or **silica** or any other dust, fibres or particles in any form, including any presence or use in any alloy, by-product, compound or other material or **waste**.

### **Money**

means any:

1. medium of exchange adopted or authorised by a governmental as part of its currency;
2. contract, instrument or security that represents any money as described above; or
3. data or other information that represents any money or other property as described above.

### **Nuclear Source**

means any:

1. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
2. radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.

### **Nuisance**

means injury (other than **bodily injury** or **property damage**) caused by:

1. nuisance; or
2. interference with an easement or right of air, light, water or way;

insofar as such nuisance or interference relates to real property (i.e. land).

### **Occurrence**

means an accidental event, including continuous or repeated exposure to substantially the same general harmful conditions.

### **Offshore Activities**

means any:

1. embarkation onto a conveyance (until disembarkation from such conveyance onto land) for the purpose of travel to or from;
2. transit between; or
3. activities on or from;

any offshore structure, platform, installation, accommodation vessel or associated structure.

### **Privacy Data Breach**

means a **cyber attack** or other unauthorised access to or unauthorised use of information about a person, that is non-public personal information as established by any applicable statute or regulatory or supervisory authority.

### **Privacy Data Breach Expenses**

means reasonable and necessary:

1. expenses following the discovery of a **privacy data breach** to notify any person or organisation as maybe required by any applicable statute or regulatory or supervisory authority ("notification expenses");
2. expenses following the discovery of a **privacy data breach** for determining the cause and extent of such **privacy data breach** ("forensic expenses");
3. expenses following the discovery of a **privacy data breach** for:
  - a) credit monitoring services; or
  - b) public relations services ("remediation expenses"); or

#### 4. regulatory costs.

##### **Privacy Injury**

means injury, other than **bodily injury**, sustained by a person that results from electronic, oral, written or other publication, disclosure or other use of content, information or material that is:

1. a breach of confidence;
2. a **privacy data breach**; or
3. an invasion of privacy.

##### **Product**

In respect of Part 1 only, means:

1. goods or products sold, supplied, leased or licensed to others, manufactured, repaired, installed, inspected, adjusted, erected, altered, cleaned or treated by or on behalf of the Insured; and
2. containers, labels, instructions and packaging relating to such goods and products, after such goods or products have ceased to be in the care, custody or control of the Insured.

In respect of Part 2 only, means:

1. **information communication technology products** or other goods or products created, developed, sold, supplied, leased or licensed to others, manufactured, repaired, installed, inspected, adjusted, erected, altered, handled, distributed, cleaned or treated by or on behalf of the Insured; and
2. containers, labels, instructions and packaging relating to:
  - a) such goods or products; or
  - b) the Insured's **service**.

In respect of Part 2 only, **product** includes:

1. representations or warranties made with respect to the fitness, performance, quality or use of the Insured's **product**;
2. the providing of or failure to provide instructions or warnings in connection with the Insured's **product**; and
3. the Insured's **service** rendered in connection with the Insured's **product**.

##### **Product or Service Defect**

means an actual or suspected defect, deficiency, inadequacy or dangerous condition in the Insured's:

1. **product**; or
2. **service**.

##### **Property Damage**

means physical damage to tangible property, including resultant loss of use of such property. Tangible property does not include any software, data or other information in electronic form.

All such resultant loss of use shall be regarded as having happened at the time of the physical damage that caused it.

##### **Regulatory Costs**

means reasonable and necessary costs, fees and expenses incurred to investigate or defend against a regulatory action taken by any supervisory authority following a **privacy data breach**.

**Regulatory costs** do not include any salaries or expenses of any Insured's **employees** or directors, managers, members, officers or partners or the costs, fees and expenses incurred on compliance requirements necessitated in the usual course of the Insured's business.

##### **Reputational Injury**

means injury, other than **bodily injury** or **property damage**, that results from:

1. electronic, oral, written or other publication of material on the Internet or in other media that:
  - a) libels or slanders a person or organisation or places them in a false light; or
  - b) disparages a person's or organisation's products or services;
2. false arrest, false detention or other false imprisonment;
3. malicious prosecution;
4. trespass to real property insofar as it relates to wrongful:
  - a) entry into; or
  - b) eviction of a person from;

a dwelling, premises or room that violates a person's right of private occupancy, if committed by or on behalf of its landlord, lessor or owner.

5. interference with a person's private affairs or seclusion, other than **privacy injury**.
6. use of a person's likeness or name, other than **privacy injury**.
7. discrimination, harassment or segregation based on a person's protected human characteristics as established by law.

### **Reward Expenses**

means property or other consideration paid by the Insured to a person (other than a law enforcement professional) for information leading to a conviction on an indictable offence arising out of a **cyber attack** to which this Policy applies.

### **Securities Law**

means any law or regulation designed to:

1. prevent or prohibit fraudulent, unfair or other similar practices; or
2. require full or periodic disclosure of information;

in connection with any:

1. offering;
2. registration;
3. trading; or
4. continued listing or registration;

of any instrument or other evidence of creditorship or ownership.

### **Security Breach**

means an actual, alleged or threatened security breach or other unauthorised access to or unauthorised use of an **information communication technology product**.

### **Service**

means analysis, data security, design, integration, maintenance, management, processing, programming, repair or support services in connection with any **information communication technology product** by or on behalf of the Insured.

**Service** includes:

1. representations or warranties made with respect to the fitness, performance, quality or use of the Insured's **service**; and
2. the providing of or failure to provide instructions or warnings in connection with the Insured's **service**.

### **Silica**

means any silica (including silicates or similar silicon compounds) in any form including any presence or use in any alloy, by-product, compound or other material or **waste**.

### **Subsidiary Organisation**

means an organisation that the Insured either directly or indirectly controls through:

1. holding a majority of the voting rights;
2. the right to appoint or remove a majority of its board of directors; or
3. controlling alone, pursuant to a written agreement with other shareholders, a majority of the voting rights therein.

### **System**

means a computer and all input, output, processing, storage, off-line media library and communication facilities which are connected to such computer, provided such computer and facilities are:

1. owned and operated by the Insured; or
2. leased or operated by the Insured; or
3. utilised by the Insured pursuant to a written contract.

### **Terrorism**

means any:

1. act involving the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes, including the intention to influence or overthrow any government and/or to put the public, or any section of the public, in fear;
2. act or failure to act in controlling, preventing or suppressing terrorism.

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**Threat**

means an oral or written declaration made directly against the Insured during the Period of Insurance by a person that a **cyber attack** on a **system** has happened or will happen.

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**War**

means any:

1. hostile or warlike action in time of peace or war (including any act or failure to act in controlling, preventing or suppressing any actual, impending or expected attack) by any:
  - a) government authority or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces;
  - b) military, naval or air forces; or
  - c) agent of any government power, authority or force;
2. insurrection, rebellion, revolution, civil war, usurped power or any activity of any organisation the objects of which are or include the overthrowing or influencing of any government or sovereign power (de jure or de facto) by any violent means, or any act or failure to act by government authority or sovereign power (de jure or de facto) in controlling, preventing or suppressing such activity; or
3. weapon of war employing atomic fission, atomic fusion, radioactive force or radioactive material, whether in time of peace or war.

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**Waste**

means any material to be disposed of recycled, reconditioned or reclaimed.



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