

BODMIN TOWN COUNCIL

Full Council Committee Meeting Report – 22nd February 2024
IT/Office Administration and Projects Officer

AGENDA ITEM - To consider and resolve upon an appropriate cyber insurance policy (RE: PR.2023.186)

Background

The budget for this has been approved for 2024/5, however at the risk management meeting held on 6th December 2023 it was decided to bring this forward.

Policy and Resources Committee Meeting
PR.2023.186

It was resolved to vire £ 2,000 funds from general reserves for the purpose of taking out an annual cyber insurance policy.

Cyber insurance quotes (including limit of liability options) from three different organisations have been received and are summarised on the next page.

Name	Limit of Policy Liability	Deductible/Retention per Event/Policy Section Claimed Upon in Policy (*Aggregate Retention)	Annual Policy Total Payable	Comments
Quote 1 – Towergate & CFC				Towergate are in Redruth and CFC were Cyber Insurer of the Year Zywave Cyber Risk Awards 2023
a)	£ 1,000,000	£ 2,500	£ 2,065.20	Over budget
b)	£ 2,000,000	£ 2,500	£ 2,636.40	Over budget
Quote 2 – Reg Hambly & CFC				Reg Hambly are in Wadebridge and CFC were Cyber Insurer of the Year Zywave Cyber Risk Awards 2023
a)	£ 500,000	£ 2,500	£ 1,818.80	Low limit of liability
b)	£ 1,000,000	£ 2,500	£ 2,065.20	Over budget
c)	£ 2,000,000	£ 2,500	£ 2,636.40	Over budget
Quote 3 – Gallagher & Coalition				Gallagher & Coalition collaborated with the Society of Local Council Clerks (SLCC) for the Cyber Awareness Summit attended by the IT/OA & PO in October 2023. Their quote included a Coalition Cyber Risk Assessment for Bodmin Town Council with estimated loss based on our organisation's risk profile**. Coalition have recommended Quote 3 option a), however as there is not a great increase in the total payable the IT/OA & PO would recommend Quote 3 option b) with £1,000,000 Limit of Policy Liability and Aggregate Retention of £ 6,250, although Quote 3 c) is also within budget.
a)	£ 500,000	£ 1,000 (* £ 2,500)	£ 510.72	
b)	£ 1,000,000	£ 5,000 (* £ 6,250)	£ 660.80	
c)	£ 2,000,000	£ 5,000 (* £12,500)	£ 1,783.04	

* The Aggregate Policy Limit of Liability shown above is the most the Insurer(s) will pay under this Policy regardless of the number of Insured Agreements purchased. The Aggregate Retention shown above is the most the Insured will pay towards Retentions regardless of the number of claims or events covered under this Policy.

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Estimated loss based on your organisation's risk profile

Type of loss	Median	1 in 10 years	1 in 100 years
Composite	£98,928	£740,355	£3,813,146
Ransomware	£179,294	£1,092,964	£4,763,265
Funds Transfer Fraud	£87,061	£573,148	£2,659,314
Data Breach	£62,823	£488,585	£2,596,485



Coverage Comparison

Coalition Cyber and Technology Policy 3.0

vs

CFC Private Enterprise V3.0

See how Coalition's policy compares

Important Notice: Information contained herein is intended to provide applicable Brokers or Agents a general description of certain insurance products offered by Coalition Risk Solutions, Ltd. on behalf of Allianz General Corporate Solutions SE and certain underwriters at Lloyd's of London, and CFC Cyber Private Enterprise. You are advised to read this disclaimer carefully before accessing, reading, or making any other use of this information. The general information presented herein is a summary of certain key provisions of selected cyber insurance policies intended for the purpose of allowing an agent or broker to evaluate coverage variations. This document is not intended to summarise all available cyber insurance products in the market. This document is provided for general informational and marketing purposes only and should not be construed as advice of any kind or the rendering of consulting, financial, legal, or other professional services by Coalition. Broker or agent should not provide this document directly to customers in order to avoid confusion, misunderstanding or further dissemination of the document. See additional disclosures on the next page.

Coverage Comparison

Items highlighted in blue indicate specific advantage

The following material serves as a summary of key coverage provisions of the referenced policies which were obtained freely and without restrictions in the market. Subject to all other disclosures herein, you should always verify that the information contained herein is correct by your own review. Provisions contained herein may represent only a subset of the policy language. PLEASE REFER TO THE POLICY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED. See key disclosures [here](#) prior to using any information contained herein.



Coalition

Competitor

Policy Form(s)	Coalition Cyber and Technology Policy 3.0 [Ref CYGBP-00PF-0622-01]	CFC Cyber Private Enterprise v3.0
Insurers	Allianz General Corporate Solutions SE	Various
Rating	A+	Check declarations page
Retroactive Date(s)	Not applicable – full prior acts	Not applicable – full prior acts

The following review was completed by comparing the Coalition Cyber and Technology Policy 3.0 and the CFC Cyber Private Enterprise v3.0. Provisions contained herein may represent only a subset of the policy language. Please refer to the policy for the full terms, conditions, limitations, and exclusion.

First Party Coverage

Pay on Behalf (Note If Indemnification Applies)	Yes, except reimbursement for: <ul style="list-style-type: none"> - Direct & Contingent Business Interruption, and Extra Expenses from Security failure and Systems Failure. - Reputational Harm Loss - Court Attendance - Funds Transfer Fraud, Personal Funds Fraud, and Social Engineering - Invoice Manipulation 	Yes, except reimbursement for: <ul style="list-style-type: none"> - Funds Transfer Fraud - Theft of Funds Held in Escrow - Theft of Personal Funds - Extortion - Corporate Identity Theft - Telephone Hacking - Push Payment Fraud - Unauthorised Use of Computer Resources - System Damage & Rectification Costs - Direct Loss of Profits and Increased Cost of Working
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		<ul style="list-style-type: none"> - Additional Increased Costs of Working - Dependent Business Interruption - Consequential Reputational Harm - Court Attendance Costs
Breach Response Services	<p>Yes.</p> <p>Access to 24/7 hotline. Two hour legal consultation, breach response services advisor, preliminary forensics and other remote support and assistance incurred in the first 72 hours.</p> <p>Breach Response Services is offered outside the policy limits and with a zero retention.</p>	<p>Yes.</p> <ul style="list-style-type: none"> - Access to 24/7 hotline. Initial advice and remote support from a cyber incident manager. - Incident Response Services are offered outside the policy limits and with a zero retention.
Breach Response	<p>Yes.</p> <p>Breach Response is offered outside the policy limits via endorsement to SME insureds in selected industries requesting quotes under £5M in aggregate limit.</p> <p>No prior consent required to incur breach response costs in the form of computer forensic fees and legal fees with any vendor on the Insurer's list of panel providers. Breach response costs must be incurred within one year of your discovery of an actual or suspected security failure or data breach.</p>	<p>Yes.</p> <p>Offered outside the policy limit. Prior consent not required for panel providers to incur costs within the first 72 hours only.</p>
IT Forensic Investigation Costs	Yes.	Yes.
IT Forensic Containment Costs	Yes.	Yes.
PCI Forensic Investigation & Legal Costs	Yes.	Yes.
Notification Costs	Yes.	Yes.
Government Mandated Public Notice Costs	Yes.	Yes.
Credit/Identity theft monitoring Costs	Yes.	Yes.
Identity Theft Restoration Services	Yes.	Yes.
Crisis Management and Public Relations	<p>Yes.</p> <p>Costs of a crisis management consultant, media purchasing, notification to individuals not required by breach notice law and other</p>	Yes.

	expenses to mitigate claims and losses due to a public relations event.	
Cyber Extortion	Yes. Responds to threats to transfer funds or property; compromise or publish confidential information; destroy software and data; introduce malware; initiate a denial of service attack.	Yes (triggering events differ).
Business Interruption	Yes. <ul style="list-style-type: none"> - Triggered by security failure or systems failure. - Maximum indemnity period of 365 days - Waiting period (standard 8 hours). - Lower waiting period (standard 1 hour) for DDoS attacks if the insured uses an approved DDoS mitigation provider. - Once the waiting period is exceeded, cover applies from the first minute. 	Yes. <ul style="list-style-type: none"> - Includes cyber event and systems failure triggers. - Check Declarations for the waiting period and indemnity period. - No lower waiting period offered for DDoS using an approved mitigation provider.
Contingent Business Interruption	Yes. <ul style="list-style-type: none"> - Hosted computer services including, SaaS, IaaS, NaaS and PasS - Triggered by security failure or systems failure - Indemnity period and waiting periods as outlined above in Business interruption - Full limit as standard 	Yes. <ul style="list-style-type: none"> - Check Declarations for application waiting period and indemnity period. - Check Declarations for applicable indemnity limit. - Includes Additional Increased Costs of Working. Sublimit applies, check Declarations.
Proof of Loss Preparation Expenses	Yes. <ul style="list-style-type: none"> - Applicable to business interruption, contingent business interruption and reputational harm loss. 	Yes.
Digital Asset Restoration	Yes. <ul style="list-style-type: none"> - Triggered by security failure or systems failure. 	Yes. <ul style="list-style-type: none"> - Cyber event trigger only.
Computer Replacement and Bricking	Yes. <ul style="list-style-type: none"> - Sublimit applies. 	Yes. <ul style="list-style-type: none"> - Check Declarations for applicable sublimit.
Reputational Harm Loss	Yes. <ul style="list-style-type: none"> - Triggered by security failure, data breach, cyber extortion or privacy liability. - Indemnity period of 180 days - Standard waiting period of 14 days. - Sublimit applies 	Yes. <ul style="list-style-type: none"> - Triggered by a cyber event - Check Declarations for indemnity period - Monetary deductible applies rather than a waiting period. - Check Declarations for applicable sublimit.
Court Attendance	Yes. <ul style="list-style-type: none"> - Sublimit applies. 	Yes. <ul style="list-style-type: none"> - Check Declarations for sublimit.
Criminal Reward	Yes.	No.

	<ul style="list-style-type: none"> - Sublimit applies. 	
Funds Transfer Fraud	<p>Yes.</p> <ul style="list-style-type: none"> - Triggered by fraudulent instruction to: <ul style="list-style-type: none"> - you; - your financial institution; - your escrow account provider. - Includes instructions to: <ul style="list-style-type: none"> - debit the insured's accounts; - debit accounts held by the insured on behalf of a third party; - transfer of property owned or held by the insured. - Loss type includes: <ul style="list-style-type: none"> - money; - securities; - digital currencies; - tangible property; - fees to respond to the incident. - Sublimit applies (combined with personal funds transfer fraud) 	<p>Yes.</p> <ul style="list-style-type: none"> - Related to: <ul style="list-style-type: none"> - social engineering against you; - theft from your bank or credit card; - Includes instructions to: <ul style="list-style-type: none"> - debit the insured's accounts; - transfer your funds. - Loss type includes: <ul style="list-style-type: none"> - money, or other financial assets; - funds; - Check Declarations for applicable sublimit.
Personal Funds Fraud	<p>Yes.</p> <ul style="list-style-type: none"> - Loss of personal money, securities or property from a personal bank account of a senior executive as a direct result of a security failure of the insured's computer system. - Sublimit applies (combined with Funds transfer fraud) 	<p>Yes. Includes:</p> <ul style="list-style-type: none"> - financial loss from a personal bank account as a direct result of any third party compromising the company's network security which results in: <ul style="list-style-type: none"> - Theft of money or other financial assets or - identity theft as a result of a privacy breach suffered by the named insured. - Check Declarations for sublimit
Service Fraud including Cryptojacking	<p>Yes.</p> <ul style="list-style-type: none"> - direct financial loss incurred for fraudulent use of SaaS, PaaS, IaaS, NaaS, VOIP and other telephony services. - Security breach trigger - Sublimit applies. 	<p>Yes.</p> <ul style="list-style-type: none"> - applies to: <ul style="list-style-type: none"> - telephony services; - computer systems for cryptojacking and botnetting only. - Check Declarations for applicable sublimit.
Impersonation Repair Costs	<p>Yes.</p> <ul style="list-style-type: none"> - Includes: <ul style="list-style-type: none"> - legal and PR costs to advise customers - reimburse customers loss - expert costs for removal of websites impersonating the insured. - Sublimit applies 	<p>Yes.</p> <ul style="list-style-type: none"> - Includes <ul style="list-style-type: none"> - costs to advise customers; - reimburse customers loss; - expert costs for removal of websites impersonating the insured; - Loss of Insured's profits. - Check Declarations for applicable sublimit.

Invoice Manipulation	Yes. <ul style="list-style-type: none"> - Net (of profit) costs incurred arising from the inability to collect payment following the provision of products or services as a result of invoice manipulation. - Sublimit applies 	No.
Bodily Injury & Property Damage – 1st Party	Yes, via endorsement for the following types of loss: <ul style="list-style-type: none"> - breach response costs - breach response services - business interruption loss - computer replacement costs - contingent business interruption loss - crisis management costs - cyber extortion expense - extra expenses - Sublimit applies 	No.
Third Party Coverage		
Pay on Behalf	Yes.	Yes.
Network & Information Security Liability	Yes. Includes damages and expense costs arising from: <ul style="list-style-type: none"> - Privacy liability, including: <ul style="list-style-type: none"> - failure to timely disclose a security failure or data breach; - failure to comply with certain specified provisions of the insured's privacy policy - failure to administer an ID theft prevention program - Security failure, including: <ul style="list-style-type: none"> - damage to digital assets - transmission of malware - denial of service attack - unauthorised access or use - Data breach, including <ul style="list-style-type: none"> - Personally identifiable information. - Third party corporate information 	Yes. Includes damages and expense costs arising from: <ul style="list-style-type: none"> - Privacy liability, including: <ul style="list-style-type: none"> - failure to timely disclose a security failure or data breach; - failure to comply with any part of the insured's privacy policy - Security failure, including: <ul style="list-style-type: none"> - transmission of malware - denial of service attack - unauthorised access to information or applications. - employee identity theft - Data breach, including <ul style="list-style-type: none"> - Personally identifiable information. - Third party corporate information
Regulatory Defence & Penalties	Yes. Regulatory defence costs, fines, penalties, consumer redress fund arising from: <ul style="list-style-type: none"> - Security failure, including: 	Yes. Regulatory costs and expenses, fines and penalties arising from: <ul style="list-style-type: none"> - Cyber event, including privacy breach.

	<ul style="list-style-type: none"> - damage to digital assets; - transmission of malware; - denial of service attack; - unauthorised access or use. - Data breach, including <ul style="list-style-type: none"> - Personally identifiable information; - Third party corporate information. 	
PCI Fines & Assessments	Yes. <ul style="list-style-type: none"> - PCI Fines, penalties and assessments 	Yes.
Funds Transfer Liability	Yes. <p>Liability as a result of a fraudulent payment instruction purporting to be the insured and directing your client to transfer funds as a result of a security failure</p> <p>Sublimit applies.</p>	No.
Technology Errors and Omissions	Yes.	Yes.
Multimedia Content Liability	Yes. <p>Includes content in any form or nature (including offline and social media) for:</p> <ul style="list-style-type: none"> - Defamation - Violation of privacy rights - Invasion of a right to publicity - Plagiarism - Infringement of specified intellectual property rights - Improper deep-linking or framing 	Yes (content in any form (including offline and social media) for: <ul style="list-style-type: none"> - Defamation - Plagiarism - Infringement of any intellectual property rights
Bodily Injury & Property Damage - 3rd Party	Yes. <ul style="list-style-type: none"> - Includes claim expenses, damages and regulatory penalties for: <ul style="list-style-type: none"> - Bodily injury - Damage to property - Loss of use of property - arising from a security failure. - Sublimit applies. 	No.
Pollution	Yes.	No.
Exclusions		
Bodily Injury	Physical injury, sickness, disease, mental anguish, emotional distress or death. <ul style="list-style-type: none"> - Carveback for mental anguish & emotional distress under Network and 	Yes. <ul style="list-style-type: none"> - Carveback for mental injury or emotional distress applicable to Network Security Liability, Privacy Liability, Management Liability and Media Liability.

	Information Security Liability and Multimedia Content Liability	
Confiscation	Confiscation, nationalisation, requisition, etc by order of any government or public authority.	No.
Contractual Liability	Contractual liability, obligation or breach of contract. Carvebacks for: <ul style="list-style-type: none"> - Confidentiality under Network and Information Security Liability and Breach Response Costs - Technology E&O - PCI Fines and Penalties - Liability in the absence of a contract 	No, except for liquidated damages, service credits and penalty clauses.
Discrimination	Any discrimination of any kind.	No.
Employment Practices	Any employer-employee relations, policies, practices, acts or omissions. Carvebacks for: <ul style="list-style-type: none"> - Network and Information Security Liability - Breach Response Costs - Breach Response Services 	No.
Fraud by a Senior Executive	Any dishonest, fraudulent, criminal, or malicious act or omission of any senior executive. Carveback for: <ul style="list-style-type: none"> - Claim expenses until final adjudication; - Any non-participating insured. 	Yes. No carvebacks apply.
Governmental Orders	Any order requiring the shutdown of systems/services or requiring the insured to provide PII to law enforcement, administrative, regulatory, judicial or government authority. Carveback for: <ul style="list-style-type: none"> - Regulatory penalties resulting from a regulatory proceeding. 	No.
Illegal Remuneration	Any profit, remuneration or advantage to which you are not legally entitled. Carveback for: <ul style="list-style-type: none"> - Claim expenses until final adjudication 	No
Insured vs Insured	Claim by an insured, stockholder, member, entity with more than 20% ownership in you or that you own. Carvebacks for: <ul style="list-style-type: none"> - An employee arising from security failure or data breach - An additional insured 	Yes. Claim by a company, firm or partnership with more than 10% executive or financial interest unless emanating from an independent third party.
Intellectual Property	Violation or infringement of IP rights. Carvebacks for: <ul style="list-style-type: none"> - Copyright violation related to software under Technology E&O 	Yes, Product IP infringement.

	<ul style="list-style-type: none"> - Multimedia Content Liability (except patent, IT copyright, product design or sale) 	
Merchant Liability	Chargeback and other fees related to reversed or frozen transactions. Carveback for: <ul style="list-style-type: none"> - PCI Fines and Assessments 	Yes. Carveback for: <ul style="list-style-type: none"> - PCI Fines and Assessments
Natural Disaster	Physical event or natural disaster.	No.
Nuclear	Exposure to radioactive matter or any form of radiation or contamination by radioactivity.	Yes.
Pollutants	Discharge of or demand related to pollutants <ul style="list-style-type: none"> - Specific additional Pollution cover endorsement deletes the exclusion for cover provided under that endorsement only. 	Yes. No coverage option.
Prior Knowledge	Known events or claims noticed to other insurers. <ul style="list-style-type: none"> - Only applies to senior executives - Only applies to knowledge before the continuity date. 	Yes. Applies to a senior executive officer for knowledge prior to a continuity date.
Retroactive Date	Events prior to the retroactive date.	No.
Securities	The ownership, sale or purchase of, or the offer to sell or purchase stock or other securities.	No. However a Management Liability exclusion applies to all policy sections except Insuring clause 4 C. Management Liability.
Tangible Property	Damage or loss of use of tangible property. Carveback for: <ul style="list-style-type: none"> - Computer Replacement and Bricking. 	Yes.
Tech E&O Exclusions	The following exclusions apply specifically to the Technology E&O insuring agreement only.	
	Breach of express warranty, contractual obligation or guarantee of cost savings.	No.
	Delay in delivery or performance within an agreed period of time.	No.
	Inaccurate description of the price of products or services.	No.
	Cost guarantee, representation, estimate being exceeded.	No.
	Commercial decision to stop providing a product or service.	No.

	Provision of sweepstakes, gambling, lotteries.	No.
	Confidential information in the possession of any person before they became an employee.	No.
	Unauthorised collection of information.	No.
	Loss, theft, transfer of funds, monies or securities.	No.
	Unfair competition, false advertising, or violation of consumer protection laws.	Yes.
	Costs of recall, repair, replacement, supplement or remove technology products or services.	No.
	Any withdrawal, recall, inspection, adjustment, removal or disposal of tangible property.	No.
Third Party Mechanical Failure	Electrical, mechanical failure, or interruption of third parties.	Yes, Power and utility failure.
Unfair Trade Practice	False, unlawful, deceptive, anti-competitive or unfair trade practices.	Yes.
Violation of Laws	A list of specific USA laws and any similar law in other jurisdictions. Carvebacks for: - SEC regulation S-P (17 C.F.R 248)	No.
War and Terrorism	War, invasion, acts of foreign enemies, terrorism, hostilities, civil war, rebellion, revolutions, insurrection, military, or usurped power; however, this exclusion with not apply to cyber terrorism.	Yes. No cyber terrorism carveback
Wrongful Collection	Collection, processing, storage, sharing or sale of personally identifiable information that is performed without the knowledge and consent of the individuals. Carveback for Regulatory Defence and Penalties for claims arising from privacy liability.	No.

Terms & Conditions

Duty to Defend	Yes.	Yes.
Automatic Extended Reporting Period	90 days for claims made/events discovered in the last 60 days of the policy period.	Yes, 60 days for claims made/events discovered during the policy period.
Optional Extended Reporting period	Yes. Options for 1 year @ 100%, 2 years @ 150%, 3 years @ 200%, 4 years @ 225%, 5 years @ 250%.	Yes. Pre-priced option for 1 year @ 100%.

Waiver of subrogation rights	Obligation to maintain subrogation rights is removed where the insured has waived these rights under a written contract prior to the event giving rise to a claim or loss.	No.
Pre-Claim Assistance	Legal, forensic and IT service costs to mitigate against any potential future claim or event. - Sublimit applies	No, but have Post Breach Remediation Costs coverage.
Hammer Clause	Yes, 70%/30% applicable to claim expenses, damages and regulatory penalties.	Yes, 80%/20% applicable to costs and expenses only.
Settlement within the Retention	Insured can settle claims within SIR without written approval.	No.
Proof of Loss	To be provided within 90 days of an event.	Binding, loss assessment provided by a mutually appointed expert.
Retention	<ul style="list-style-type: none"> - Aggregate annual retention - Retention does not apply to fees for Coalition Incident Response where elected and available. 	<ul style="list-style-type: none"> - No aggregate retention option - No retention waiver for forensic fees.
Worldwide Coverage	Yes.	Yes.
Other Benefits		
Additional Insured	Included in the definition of Insured, but only for Network and Information Security Liability, Regulatory Defence and Penalties, Technology Errors and Omissions, with written contract or agreement to add as additional insured.	<ul style="list-style-type: none"> - Included for claims including regulatory action.
Aggregate Retention	Yes.	No.
Automatic Acquisition Provision	Yes, provided: <ul style="list-style-type: none"> - Written notice within 60 days; - Substantially similar business operations; - Revenue equal to or less than 10% of that declared on the application; - No knowledge of, or expected, claims. 	Yes, provided: <ul style="list-style-type: none"> - Revenue equal to or less than 20% of that stated in their most recent financial statements; - 45 days automatic cover for acquisitions with revenue that exceeds 20%; - Cover only applies for act, error or omission after the date of acquisition; - business activities are not materially different - no legal, disciplinary or regulatory actions in the past three years - no cyber event costing more than the deductible in the past three years.
Continuity date	Yes.	Yes.
Cyber Terrorism Coverage	Yes.	Yes.

Employee	Included within the definition of insured. Employee definition includes: - Permanent, part time, seasonal, leased, or temporary employee, intern or any volunteer.	Included within the definition of Insured. Employee definition includes: - Any employee, volunteer, independent contractor.
Employee Bring-Your-Own-Device	Yes.	Yes
Independent Contractor	Included within the definition of Insured.	Included within the definition of Insured via employee definition.
Internet of Things Coverage	Yes, affirmative inclusion in the definition of computer systems.	Silent.
Multiple/Punitive / Exemplary Damages (with Most Favourable Venue)	Yes.	Excluded unless insurable by law. Does not include a most favourable jurisdiction clause.
Right to use Non Panel Defence Counsel	To be mutually agreed upon, which agreement will not be unreasonably withheld.	Only with the agreement of the cyber incident manager.
Voluntary Shutdown (within systems failure)	Yes. Applicable to the insured's computer systems only and with our prior consent to mitigate covered loss.	No.

Please note: The above is meant as general information to help insurance agents and brokers to better understand the different cyber insurance products. This material is not an insurance policy, is not an offer for insurance, and does not modify any provisions, limitations, or exclusions expressly stated in any insurance policy. Descriptions of coverage, limitations and exclusions are necessarily brief and may not be set forth exactly as found in a specific insurance policy. NO COVERAGE IS PROVIDED BY THIS COVERAGE COMPARISON, NOR CAN IT BE CONSTRUED TO REPLACE ANY POLICY PROVISIONS. PLEASE REFER TO THE POLICY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED. Coverages and other features of insurance products vary based on customer profile and may not be available to all customers. Whether a cyber incident or other loss is covered is subject to the terms and conditions of the actual insurance policy involved in the claim.

THIS MATERIAL IS NOT INTENDED TO BE PROVIDED DIRECTLY TO A CUSTOMER OR CONSUMER. COALITION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE COMPLETENESS, RELIABILITY, OR ACCURACY OF THE INFORMATION CONTAINED IN THIS MARKETING PIECE AND DOES NOT ASSUME ANY LIABILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT. ANY ACTION YOU TAKE UPON THE INFORMATION CONTAINED HEREIN IS STRICTLY AT YOUR OWN RISK AND COALITION WILL NOT BE LIABLE FOR ANY LOSSES AND DAMAGES IN CONNECTION WITH THE USE. WHILE COALITION ENDEAVOURS TO CREATE THE MOST ACCURATE AND COMPLETE MARKETING MATERIALS, THE CONTENT IS FOR INFORMATIONAL PURPOSES ONLY AND YOU SHOULD TAKE STEPS NECESSARY TO ASCERTAIN THAT THE INFORMATION YOU RECEIVE IS CORRECT AND VERIFIED BY YOUR OWN REVIEW OF ANY REFERENCED POLICIES.

What is this key facts document?

This is a summary of the cover provided by this Policy. It does not include the full Policy terms and conditions, for full details you should consult your Policy document.

The insurer

This Policy is a legal contract of insurance underwritten by CFC Underwriting Limited on behalf of certain Underwriters at Lloyd's and other insurers.

Significant features & benefits

A comprehensive package Policy designed to meet the insurance needs of UK based companies with an exposure to cyber, privacy and media risks, including:

- Cyber incident response costs cover
- Cyber crime cover
- Cover for system damage and business interruption caused by a cyber event
- Network security and privacy liability cover
- Cover for regulatory costs and fines
- Cyber incident response costs cover
- Cover for intellectual property infringement and defamation
- Court attendance costs

Significant and unusual exclusions

Whilst we try to offer the broadest cover possible, we do not provide cover for certain situations. A summary of the significant and unusual exclusions that appear in the Policy are listed below. However, it is important to read the full Policy:

- Collection of private data without consent
- Any matter known by you which you don't tell us about before we agree to cover you
- Unsolicited communications
- Patent infringement
- Unsolicited communications
- Unlawful surveillance
- War and terrorism
- Regular hours staff costs
- Liquidated damages, services credits and penalty clauses
- Misleading advertising

Conditions

What we believe to be the most significant conditions are listed below, however all conditions in the policy are significant. It is important to read the policy and see the full list of conditions.

- Actions which must be taken in the event of a claim or loss (details of how a claim or loss should be notified and the subsequent actions you should or should not take and that the insurer may or may not take).
- Your duty to advise of changes (failure to disclose all material changes may cause this contract to be void and may result in Insurers repudiating liability entirely).

Right of cancellation

There is no cooling off period under this Policy but it may be cancelled with 30 days written notice by either you or us.

Duration of the policy

Insurance policies normally run for a period of 12 months. We strongly urge you to review your Policy each year to ensure you have adequate cover in place.

Claims notification

Should you wish to notify a claim under this Policy, please contact the 24-hour helpline shown on your Policy Schedule. You must do this as soon as you can, but this must be no later than 7 days following the expiry date of your policy.

Our regulatory status

This insurance is underwritten by CFC Underwriting Limited, 85 Gracechurch Street, London, EC3V 0AA, United Kingdom on behalf of Underwriters at Lloyd's and other insurers. CFC Underwriting Limited and the Lloyd's Managing Agents of the Syndicates and other insurers on whose behalf we underwrite are authorised and regulated by the United Kingdom Financial Conduct Authority (FCA) FRN 312848. These details may be checked by visiting the FCA website at <http://www.fca.org.uk/register>. Alternatively the FCA may be contacted on 0845 606 1234.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business, such as this Policy, the FSCS will cover 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCA.

How to submit a complaint

We intend to provide an excellent service to you. However, we recognise that there may be occasions when you feel this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the Policy and/or claim number.

Alternatively, you can contact us directly at enquiries@cfcunderwriting.com or please write to:

The Chief Executive Officer
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

If after taking this action you are still unhappy with the response, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's. The address of the Complaints team at Lloyd's is:

Complaints Department
1 Lime Street
London
EC3M 8HA

Telephone: +44 (0)20 7327 5696
E-mail: complaints@lloyds.com

Your complaint will be acknowledged, in writing, within 5 business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 8 weeks of the complaint being made.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS). The contact details for FOS are:

The Financial Ombudsman Service Exchange Tower
Harbour Exchange
London E14 9SR

Telephone: +44 20 7964 0500 (from outside the UK)
Telephone: 0800 023 4567 (from inside the UK)
(calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Fax: +44 20 7964 1001

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

If you have purchased your contract online you may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The existence of this complaints procedure does not affect any right of legal action you may have against CFC Underwriting Limited or Lloyd's as detailed in the Choice of Law condition on the last page of your Policy.

INDICATION OF TERMS

REFERENCE NUMBER:	3960348
COMPANY NAME:	Bodmin Town Council
TOTAL PAYABLE:	GBP2,065.20
Premium breakdown:	
Cyber & Privacy:	GBP970.00
Cyber Crime:	GBP740.00
Policy Administration Fee:	GBP150.00
Tax:	GBP205.20
BUSINESS OPERATIONS:	Room Bookings, Cemetery Administration, Maintenance of Parks, Open Spaces and Public Conveniences, Museum, Community Events
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
WORDING:	Cyber, Private Enterprise (GB) v3.1
ENDORSEMENTS:	N/A
SUBJECTIVITIES:	<p>This quote is subject to the following being provided by the stated deadline:</p> <ol style="list-style-type: none">1. Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding)2. Signed version of the application form submitted, dated within 30 days of the required inception date. (prior to binding) (prior to binding)
POLICY PERIOD:	12 months
DATE OF ISSUE:	01 Feb 2024
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualised premium
SECURITY:	Certain underwriters at Lloyd's and other insurers
UNDERWRITER:	Lewis Whitrick

THIS INDICATION OF TERMS IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,
RETENTIONS AND APPLICABLE CLAUSES

SCHEDULE

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: GBP1,000,000 each and every claim

Deductible: GBP0 each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: GBP1,000,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: GBP1,000,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: GBP1,000,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: GBP1,000,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: GBP1,000,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: GBP50,000 each and every claim, subject to a maximum of 10% of all sums **we** have paid as a direct result of the **cyber event**

Deductible: GBP0 each and every claim



INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

Limit of liability: GBP250,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability: GBP250,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability: GBP250,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION D: EXTORTION

Limit of liability: GBP1,000,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION E: CORPORATE IDENTITY THEFT

Limit of liability: GBP250,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION F: TELEPHONE HACKING

Limit of liability: GBP250,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION G: PUSH PAYMENT FRAUD

Limit of liability: GBP50,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION H: UNAUTHORISED USE OF COMPUTER RESOURCES

Limit of liability: GBP250,000 each and every claim

Deductible: GBP2,500 each and every claim



INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: GBP1,000,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION B: DIRECT LOSS OF PROFITS AND INCREASED COST OF WORKING

Limit of liability: GBP1,000,000 each and every claim, sub-limited to GBP1,000,000 in respect of **system failure**

Deductible: GBP2,500 each and every claim

SECTION C: ADDITIONAL INCREASED COST OF WORKING

Limit of liability: GBP100,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: GBP1,000,000 each and every claim, sub-limited to GBP1,000,000 in respect of **system failure**

Deductible: GBP2,500 each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: GBP1,000,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION F: CLAIM PREPARATION COSTS

Limit of liability: GBP25,000 each and every claim

Deductible: GBP0 each and every claim

SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: GBP1,000,000 each and every claim

Deductible: GBP2,500 each and every claim



INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Limit of liability:	GBP1,000,000	each and every claim, including costs and expenses
Deductible:	GBP2,500	each and every claim, including costs and expenses

SECTION B: PRIVACY LIABILITY

Limit of liability:	GBP1,000,000	each and every claim, including costs and expenses
Deductible:	GBP2,500	each and every claim, including costs and expenses

SECTION C: MANAGEMENT LIABILITY

Limit of liability:	GBP1,000,000	each and every claim, including costs and expenses
Deductible:	GBP2,500	each and every claim, including costs and expenses

SECTION D: REGULATORY FINES

Limit of liability:	GBP1,000,000	each and every claim, including costs and expenses
Deductible:	GBP2,500	each and every claim, including costs and expenses

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Limit of liability:	GBP1,000,000	each and every claim, including costs and expenses
Deductible:	GBP2,500	each and every claim, including costs and expenses

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

Limit of liability:	GBP1,000,000	each and every claim, including costs and expenses
Deductible:	GBP2,500	each and every claim, including costs and expenses

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Limit of liability:	GBP1,000,000	each and every claim, including costs and expenses
Deductible:	GBP2,500	each and every claim, including costs and expenses

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN



INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: GBP100,000 in the aggregate

Deductible: GBP0 each and every claim

INDICATION OF TERMS

REFERENCE NUMBER:	3960323
COMPANY NAME:	Bodmin Town Council
TOTAL PAYABLE:	GBP2,636.40
Premium breakdown:	
Cyber & Privacy:	GBP1,480.00
Cyber Crime:	GBP740.00
Policy Administration Fee:	GBP150.00
Tax:	GBP266.40
BUSINESS OPERATIONS:	Room Bookings, Cemetery Administration, Maintenance of Parks, Open Spaces and Public Conveniences, Museum, Community Events
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
REPUTATIONAL HARM PERIOD:	12 months
INDEMNITY PERIOD:	12 months
WAITING PERIOD:	8 hours
WORDING:	Cyber, Private Enterprise (GB) v3.1
ENDORSEMENTS:	N/A
SUBJECTIVITIES:	<p>This quote is subject to the following being provided by the stated deadline:</p> <ol style="list-style-type: none">1. Satisfactory confirmation that you have downloaded & registered our incident response mobile app, details of which can be found with your policy documents. (30 days post binding)2. Signed version of the application form submitted, dated within 30 days of the required inception date. (prior to binding)
POLICY PERIOD:	12 months
DATE OF ISSUE:	01 Feb 2024
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualised premium
SECURITY:	Certain underwriters at Lloyd's and other insurers
UNDERWRITER:	Tom Williams

THIS INDICATION OF TERMS IS ONLY VALID FOR 30 DAYS FROM THE DATE OF ISSUE

PLEASE REFER TO THE FOLLOWING PAGES FOR A FULL BREAKDOWN OF LIMITS,
RETENTIONS AND APPLICABLE CLAUSES

SCHEDULE

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

Limit of liability: GBP2,000,000 each and every claim

Deductible: GBP0 each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: GBP2,000,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: GBP2,000,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: GBP2,000,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: GBP2,000,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: GBP2,000,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION G: POST BREACH REMEDIATION COSTS

Limit of liability: GBP50,000 each and every claim, subject to a maximum of 10% of all sums **we** have paid as a direct result of the **cyber event**

Deductible: GBP0 each and every claim



INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

Limit of liability:	GBP250,000	each and every claim
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Deductible:	GBP2,500	each and every claim
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SECTION B: THEFT OF FUNDS HELD IN ESCROW

Limit of liability:	GBP250,000	each and every claim
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Deductible:	GBP2,500	each and every claim
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SECTION C: THEFT OF PERSONAL FUNDS

Limit of liability:	GBP250,000	each and every claim
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Deductible:	GBP2,500	each and every claim
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SECTION D: EXTORTION

Limit of liability:	GBP2,000,000	each and every claim
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Deductible:	GBP2,500	each and every claim
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SECTION E: CORPORATE IDENTITY THEFT

Limit of liability:	GBP250,000	each and every claim
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Deductible:	GBP2,500	each and every claim
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SECTION F: TELEPHONE HACKING

Limit of liability:	GBP250,000	each and every claim
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Deductible:	GBP2,500	each and every claim
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SECTION G: PUSH PAYMENT FRAUD

Limit of liability:	GBP50,000	each and every claim
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Deductible:	GBP2,500	each and every claim
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SECTION H: UNAUTHORISED USE OF COMPUTER RESOURCES

Limit of liability:	GBP250,000	each and every claim
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Deductible:	GBP2,500	each and every claim
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INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

Limit of liability: GBP2,000,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION B: DIRECT LOSS OF PROFITS AND INCREASED COST OF WORKING

Limit of liability: GBP2,000,000 each and every claim, sub-limited to GBP1,000,000 in respect of **system failure**

Deductible: GBP2,500 each and every claim

SECTION C: ADDITIONAL INCREASED COST OF WORKING

Limit of liability: GBP100,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION D: DEPENDENT BUSINESS INTERRUPTION

Limit of liability: GBP2,000,000 each and every claim, sub-limited to GBP1,000,000 in respect of **system failure**

Deductible: GBP2,500 each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: GBP2,000,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION F: CLAIM PREPARATION COSTS

Limit of liability: GBP25,000 each and every claim

Deductible: GBP0 each and every claim

SECTION G: HARDWARE REPLACEMENT COSTS

Limit of liability: GBP2,000,000 each and every claim

Deductible: GBP2,500 each and every claim



INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

Limit of liability:	GBP2,000,000	each and every claim, including costs and expenses
Deductible:	GBP2,500	each and every claim, including costs and expenses

SECTION B: PRIVACY LIABILITY

Limit of liability:	GBP2,000,000	each and every claim, including costs and expenses
Deductible:	GBP2,500	each and every claim, including costs and expenses

SECTION C: MANAGEMENT LIABILITY

Limit of liability:	GBP2,000,000	each and every claim, including costs and expenses
Deductible:	GBP2,500	each and every claim, including costs and expenses

SECTION D: REGULATORY FINES

Limit of liability:	GBP2,000,000	each and every claim, including costs and expenses
Deductible:	GBP2,500	each and every claim, including costs and expenses

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

Limit of liability:	GBP2,000,000	each and every claim, including costs and expenses
Deductible:	GBP2,500	each and every claim, including costs and expenses

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

Limit of liability:	GBP2,000,000	each and every claim, including costs and expenses
Deductible:	GBP2,500	each and every claim, including costs and expenses

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

Limit of liability:	GBP2,000,000	each and every claim, including costs and expenses
Deductible:	GBP2,500	each and every claim, including costs and expenses

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

NO COVER GIVEN



INSURING CLAUSE 7: COURT ATTENDANCE COSTS

Aggregate limit of liability: GBP100,000 in the aggregate

Deductible: GBP0 each and every claim



Cyber

Private enterprise

Policy document

United Kingdom

PREAMBLE

IMPORTANT: COVERAGE TRIGGERS. It is important for **you** to review this Policy carefully as the trigger for coverage, including when **you** must notify **us** of a claim, under each Section and Insuring Clause may differ.

This Policy is a contract of insurance between **you** and **us**. **Your** Policy contains all the details of the cover that **we** provide. This Policy consists of and must be read together with the Schedule and any Endorsements. This Policy is not complete unless it is signed and a Schedule is attached.

The sections of this Policy are identified by the blue lines across the page with white upper case print, these are for information purposes only and do not form part of the cover given by this Policy. Terms in bold upper case print are references to specific Insuring Clauses, Sections or Conditions. Other terms in bold lower case print are defined terms and have a special meaning as set forth in the Definitions section and elsewhere. Words stated in the singular will include the plural and vice versa.

In consideration of the **premium** and in reliance upon the information that **you** have provided to **us** prior to the commencement of this insurance, **we** agree to provide the cover as set out below:

INSURING CLAUSES

INSURING CLAUSE 1: CYBER INCIDENT RESPONSE

SECTION A: INCIDENT RESPONSE COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. gain access to **our 24/7 cyber incident response line**;
- b. engage with **our cyber incident manager** who will coordinate the initial response;
- c. obtain initial advice and consultancy from **our cyber incident manager**, including threat intelligence in relation to the **cyber event**; and
- d. obtain initial remote support and assistance from **our cyber incident manager** to respond to the **cyber event**.

SECTION B: LEGAL AND REGULATORY COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. obtain legal advice to determine the correct course of action;
- b. draft **privacy breach** notification letters, substitute notices, website notices or e-mail notification templates;

- c. notify any appropriate governmental, regulatory, law enforcement, professional or statutory body;
- d. respond to any **regulatory investigation**; and
- e. defend any regulatory action.

SECTION C: IT SECURITY AND FORENSIC COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. engage with an external IT security consultant to identify the source and scope of the **cyber event**;
- b. obtain initial advice to remediate the impact of the **cyber event**;
- c. conduct a forensic investigation of **your computer systems** where reasonable and necessary or as required by law or a regulatory body (including a requirement for a PCI Forensic Investigator);
- d. contain and remove any malware discovered on **your computer systems**; and
- e. engage with an IT security consultant to provide expert witness testimony at any trial or hearing arising from the **cyber event**.

SECTION D: CRISIS COMMUNICATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. engage with a crisis communications consultant to obtain specific advice in direct relation to the **cyber event**;
- b. coordinate media relations in response to the **cyber event**;
- c. receive training for relevant spokespeople with respect to media communications in direct relation to the **cyber event**; and
- d. formulate a crisis communications plan in order to reduce damage to **your** brand and reputation as a direct result of the **cyber event**.

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, as a direct result of a **cyber event** first discovered during the **period of the policy** to:

- a. print and post appropriate notices for any individual affected by the actual or suspected **cyber event** or to send e-mail notices or issue substitute notices;
- b. provide credit monitoring services, identity monitoring services, identity restoration services or identity theft insurance to affected individuals;
- c. set up a call centre to manage inbound and outbound calls in direct relation to the **cyber event**; and
- d. provide translation services to manage communications with affected individuals.

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

We agree to pay on behalf of any **third party** any reasonable sums necessarily incurred as a direct result of a **cyber event** first discovered by **you** during the **period of the policy** to:

- a. print and post appropriate notices for any individual affected by the actual or suspected **cyber event** or to send e-mail notices or issue substitute notices;
- b. provide credit monitoring services, identity monitoring services, identity restoration services or identity theft insurance to affected individuals;
- c. set up a call centre to manage inbound and outbound calls in direct relation to the **cyber event**; and
- d. provide translation services to manage communications with affected individuals;

provided that **you** have contractually indemnified the **third party** against this **cyber event** and they have a legal obligation to notify affected individuals.

SECTION G: POST BREACH REMEDIATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred by **you**, or on **your** behalf, with **our cyber incident manager** following a **cyber event** covered under **INSURING CLAUSE 1 (SECTIONS A, B, C, D, E and F only)** for the following services in order to mitigate the potential of a future **cyber event**:

- a. complete an information security risk assessment;
- b. conduct an information security gap analysis;
- c. develop an information security document set; and
- d. deliver an information security awareness training session.

INSURING CLAUSE 2: CYBER CRIME

SECTION A: FUNDS TRANSFER FRAUD

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of any **third party** committing:

- a. any unauthorized electronic transfer of funds from **your** bank;
- b. theft of money or other financial assets from **your** bank by electronic means;
- c. theft of money or other financial assets from **your** corporate credit cards by electronic means; or
- d. any phishing, vishing or other social engineering attack against any **employee** or **senior executive officer** that results in the transfer of **your** funds to an unintended **third party**.

SECTION B: THEFT OF FUNDS HELD IN ESCROW

We agree to reimburse **you** for **loss** (including compensation **you** are required to pay) first discovered by **you** during the **period of the policy** as a direct result of **you** having to reimburse any **third party** for theft, committed by a **third party** by electronic means, of their money or other financial assets from a bank account held by **you** on their behalf.

SECTION C: THEFT OF PERSONAL FUNDS

We agree to reimburse any **senior executive officer** for personal financial loss first discovered by them during the **period of the policy** as a direct result of any **third party** compromising the **company's** network security which results in:

- a. theft of money or other financial assets from a personal bank account of the **senior executive officer**; or
- b. identity theft of the **senior executive officer** as a result of a **privacy breach** suffered by **you**.

SECTION D: EXTORTION

We agree to reimburse **you** for any ransom paid by **you**, or on **your** behalf, in response to an extortion demand first discovered by **you** during the **period of the policy** as a direct result of any threat to:

- a. introduce malware, or the actual introduction of malware, including Ransomware, into **your computer systems**;
- b. prevent access to **your computer systems** or data or any **third party** systems hosting **your** applications or data;
- c. reveal **your** confidential information or confidential information entrusted to **you**; or
- d. damage **your** brand or reputation by posting false or misleading comments about **you** on social media sites.

SECTION E: CORPORATE IDENTITY THEFT

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** arising as a direct result of the fraudulent use or misuse of **your** electronic identity including the establishment of credit in **your** name, the electronic signing of any contract, the creation of any website designed to impersonate **you** or the reliance by any **third party** on a fraudulent version of **your** digital identity.

SECTION F: TELEPHONE HACKING

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of **your** telephone system being hacked by a **third party** including the cost of unauthorised calls or unauthorised use of **your** bandwidth.

SECTION G: PUSH PAYMENT FRAUD

We agree to reimburse **you** in the event of fraudulent electronic communications or websites designed to impersonate **you** or any of **your** products first discovered by **you** during the **period of the policy**, for:

- a. the cost of creating and issuing a specific press release or establishing a specific website to advise **your** customers and prospective customers of the fraudulent communications; and

- b. the cost of reimbursing **your** existing customers for their financial loss arising directly from the fraudulent communications, including fraudulent invoices manipulated to impersonate **you**; and
- c. **your direct loss of profits** sustained following **your** discovery of the fraudulent communications as a direct result of the fraudulent communications; and
- d. external costs associated with the removal of websites designed to impersonate **you**.

SECTION H: UNAUTHORISED USE OF COMPUTER RESOURCES

We agree to reimburse **you** for **loss** first discovered by **you** during the **period of the policy** as a direct result of **cryptojacking** or **botnetting**.

INSURING CLAUSE 3: SYSTEM DAMAGE AND BUSINESS INTERRUPTION

SECTION A: SYSTEM DAMAGE AND RECTIFICATION COSTS

We agree to reimburse **you** for the additional cost of employing:

- a. contract staff or overtime costs for **employees** to rebuild **your** data, including the cost of data re-entry or data re-creation;
- b. specialist consultants, including IT forensic consultants, to recover **your** data or applications; and
- c. specialist consultants or overtime costs for **employees** working within **your** IT department to reconstitute **your computer systems** to the position they were in immediately prior to the **cyber event**;

reasonably and necessarily incurred as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**.

SECTION B: DIRECT LOSS OF PROFITS AND INCREASED COST OF WORKING

We agree to reimburse **you** for **your direct loss of profits** and **increased cost of working** during the **indemnity period** as a direct result of an interruption to **your business operations** caused by **computer systems** downtime arising directly out of a **cyber event** or **system failure** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** downtime lasts longer than the **waiting period**.

SECTION C: ADDITIONAL INCREASED COST OF WORKING

We agree to reimburse **you** for any reasonable sums necessarily incurred during the **indemnity period** that are in addition to **your** normal operating expenses and the **increased cost of working** recoverable under **INSURING CLAUSE 3 (SECTION B only)**:

- a. to source **your** products or services from alternative sources in order to meet contractual obligations to supply **your** customers;
- b. to employ contract staff or overtime costs for **employees** in order to continue **your business operations**;

- c. to employ specialist consultants, including IT forensic consultants to diagnose the source of the **computer systems** downtime; and
- d. for **employees** working overtime within **your** IT department to diagnose and fix the source of the **computer systems** downtime;

to mitigate an interruption to **your business operations** caused by **computer systems** downtime arising directly out of a **cyber event** or **system failure** which is first discovered by **you** during the **period of the policy**, provided that the **computer systems** downtime lasts longer than the **waiting period**.

SECTION D: DEPENDENT BUSINESS INTERRUPTION

We agree to reimburse **you** for **your direct loss of profits** and **increased cost of working** sustained during the **indemnity period** as a direct result of an interruption to **your business operations** arising directly out of any sudden, unexpected and continuous outage of computer systems used directly by a **supply chain partner** which is first discovered by **you** during the **period of the policy**, provided that the computer systems downtime lasts longer than the **waiting period** and arises directly out of any **cyber event** or **system failure**.

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

We agree to reimburse **you** for **your direct loss of profits** sustained during the **reputational harm period** as a direct result of the loss of current or future customers caused by damage to **your** reputation as a result of a **cyber event** first discovered by **you** during the **period of the policy**.

SECTION F: CLAIM PREPARATION COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred to determine the amount of **your direct loss of profits** sustained following an interruption to **your business operations** covered under **INSURING CLAUSE 3 (SECTIONS A, B, C, D and E only)**. We will only pay these costs where they are incurred with an independent expert appointed by the **cyber incident manager**.

SECTION G: HARDWARE REPLACEMENT COSTS

We agree to pay on **your** behalf any reasonable sums necessarily incurred to replace any computer hardware or tangible equipment forming part of **your computer systems** that have been damaged as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**, provided that replacing the computer hardware or tangible equipment is a more time efficient and cost effective solution than installing new firmware or software onto **your** existing hardware.

INSURING CLAUSE 4: NETWORK SECURITY & PRIVACY LIABILITY

SECTION A: NETWORK SECURITY LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including the establishment of any consumer redress fund and associated expenses) as a result of any **claim** arising out of a **cyber event** first discovered by **you** during the **period of the policy** that results in:

- a. the transmission of malware to a **third party's** computer system;
- b. **your computer systems** being used to carry out a denial of service attack;
- c. **your** failure to prevent unauthorised access to information stored or applications hosted on **your computer systems** or a **third party's** computer systems; and
- d. identity theft, experienced by **your employees, senior executive officers** or any **third party**.

We will also pay **costs and expenses** on **your** behalf.

SECTION B: PRIVACY LIABILITY

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including the establishment of any consumer redress fund and associated expenses) as a result of any **claim** arising out of a **cyber event** first discovered by **you** during the **period of the policy** that results in:

- a. an actual or suspected disclosure of or unauthorized access to any Personally Identifiable Information (PII), including payment card information or Protected Health Information (PHI);
- b. **your** failure to adequately warn affected individuals of a **privacy breach**, including the failure to provide a data breach notification in a timely manner;
- c. a breach of any rights of confidentiality as a direct result of **your** failure to maintain the confidentiality of any data pertaining to an **employee** or a **senior executive officer**;
- d. a breach of any rights of confidentiality, including a breach of any provisions of a non-disclosure agreement or breach of a contractual warranty relating to the confidentiality of commercial information, PII, or PHI;
- e. a breach of any part of **your** privacy policy; or
- f. actual or suspected disclosure of or unauthorized access to **your** data or data for which **you** are responsible.

We will also pay **costs and expenses** on **your** behalf.

SECTION C: MANAGEMENT LIABILITY

We agree to pay on behalf of any **senior executive officer** all sums they become legally obliged to pay as a result of any **claim** made against them arising directly out of a **cyber event** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on behalf of **your senior executive officers**.

However, **we** will not make any payment under this Section for which the **senior executive officer** is entitled to indemnity under any other insurance, except for any additional sum which is payable over and above the other insurance.

SECTION D: REGULATORY FINES

We agree to pay on **your** behalf any fines and penalties resulting from a **regulatory investigation** arising as a direct result of a **cyber event** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

SECTION E: PCI FINES, PENALTIES AND ASSESSMENTS

We agree to pay on **your** behalf any fines, penalties and card brand assessments including fraud recoveries, operational reimbursements, non-cooperation costs and case management fees which **you** become legally obliged to pay **your** acquiring bank or payment processor as a direct result of a **payment card breach** first discovered by **you** during the **period of the policy**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 5: MEDIA LIABILITY

SECTION A: DEFAMATION

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** first made against **you** during the **period of the policy** for any:

- a. defamation, including but not limited to libel, slander, trade libel, product disparagement and injurious falsehood; or
- b. emotional distress or outrage based on harm to the character or reputation of any person or entity;

arising out of any **media content**.

We will also pay **costs and expenses** on **your** behalf.

SECTION B: INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' costs and expenses) as a result of any **claim** first made against **you** during the **period of the policy** for any:

- a. infringement of any intellectual property rights, including, but not limited to, copyright, trademark, trade dilution, trade dress, commercial rights, design rights, domain name rights, image rights, moral rights, service mark or service name, but not including patent;
- b. act of passing-off, piracy or plagiarism or any misappropriation of content, concepts, format rights or ideas or breach of a contractual warranty relating to intellectual property rights;

- c. breach of any intellectual property rights licence acquired by **you**; or
- d. failure to attribute authorship or provide credit;

arising out of any **media content**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 6: TECHNOLOGY ERRORS AND OMISSIONS

We agree to pay on **your** behalf all sums which **you** become legally obliged to pay (including liability for claimants' **costs and expenses**) as a result of any **claim** first made against **you** during the **period of the policy** arising out of any act, error, omission or breach of contract in the provision of **your technology services**.

We will also pay **costs and expenses** on **your** behalf.

INSURING CLAUSE 7: COURT ATTENDANCE COSTS

We agree to reimburse **you** for any reasonable sums necessarily incurred by **you** with **our** prior written agreement (which will not be unreasonably withheld) to attend court or any tribunal, arbitration, adjudication, mediation or other hearing in connection with any claim for which **you** are entitled to indemnity under this Policy.

HOW MUCH WE WILL PAY

YOUR MAXIMUM LIMITS UNDER THIS POLICY

The maximum amount payable by **us** under this Policy for any one claim or series of related claims is the **policy limit** plus the **incident response limit**.

The maximum amount payable by **us** under any Insuring Clause for any one claim or series of related claims is the amount shown as the limit in the Schedule for that Insuring Clause.

The maximum amount payable by **us** under any Section for any one claim or series of related claims is the amount shown as the limit in the Schedule for that Section.

YOUR MAXIMUM LIMIT FOR RELATED INCIDENTS

Where more than one claim arises from the same original cause or single source or event, all of those claims will be deemed to be one claim and only one **policy limit** and one **incident response limit** will apply in respect of that claim.

In the event that cover is provided under multiple Insuring Clauses or multiple Sections for any one claim, only one **policy limit** and one **incident response limit** will apply in total for that claim.

In respect of **INSURING CLAUSES 4, 5, 6 and 7**, **we** may at any time pay to **you** in connection with any **claim** the amount of the **policy limit** (after deduction of any amounts already paid). Upon that payment being made **we** will relinquish the conduct and control of the **claim** and be under no further liability in connection with that **claim** except for the payment of **costs and expenses** incurred prior to the date of such payment (unless the **policy limit** is stated to be inclusive of **costs and expenses**).

If **costs and expenses** are stated in the Schedule to be in addition to the **policy limit** plus the **incident response limit**, or if the operation of local laws require **costs and expenses** to be paid in addition to the **policy limit** plus the **incident response limit**, and if a damages payment in excess of the **policy limit** plus the **incident response limit** has to be made to dispose of any **claim**, **our** liability for **costs and expenses** will be in the same proportion as the **policy limit** plus the **incident response limit** bears to the total amount of the damages payment.

YOUR DEDUCTIBLE

We will only be liable for that part of each and every claim which exceeds the amount of the **deductible**. If any expenditure is incurred by **us** which falls within the amount of the **deductible**, then **you** will reimburse that amount to **us** upon **our** request.

Where more than one claim arises from the same original cause or single source or event all of those claims will be deemed to be one claim and only one **deductible** will apply.

In respect of **INSURING CLAUSE 3 (SECTIONS B and D only)**, a single **waiting period, deductible** and **indemnity period** will apply to each claim. Where the same original cause or single source or event causes more than one period of computer systems downtime these will be considered one period of computer systems downtime whose total duration is equal to the cumulative duration of each individual period of computer systems downtime.

Where cover is provided under multiple Sections or multiple Insuring Clauses only one **deductible** will apply to that claim and this will be the highest **deductible** of the Sections under which cover is provided.

DEFINITIONS

1. "Approved claims panel providers" means
the approved claims panel providers stated in the schedule.

2. **"Botnetting"** means

the unauthorised use of **your computer systems** by a **third party** for the purpose of launching a denial of service attack or hacking attack against another **third party**.

3. **"Business operations"** means

the business operations stated in the Schedule.

4. **"Claim"** means

- a. a written demand for compensation;
- b. a written request for a retraction or a correction;
- c. a threat or initiation of a lawsuit; or
- d. a disciplinary action or **regulatory investigation**.

made against **you**.

5. **"Client"** means

any **third party** with whom **you** have a contract in place for the supply of **your** business services in return for a fee, or where a fee would normally be expected to be paid.

6. **"Company"** means

the company named as the Insured in the Schedule or any **subsidiary**.

7. **"Computer systems"** means

all electronic computers used directly by **you**, including operating systems, software, hardware and all communication and open system networks and any data or websites wheresoever hosted, off-line media libraries and data back-ups and mobile devices including but not limited to smartphones, iPhones, tablets or personal digital assistants.

8. **"Continuity date"** means

the **inception date** or if **you** have maintained uninterrupted insurance of the same type with **us**, the date this insurance was first incepted with **us**.

9. **"Costs and expenses"** means

- a. **third party** legal and professional expenses (including disbursements) reasonably incurred in the defence of **claims** or circumstances which could reasonably be expected to give rise to a **claim** or in quashing or challenging the scope of any injunction, subpoena or witness summons;
- b. any post judgment interest; and
- c. the cost of appeal, attachment and similar bonds including bail and penal bonds.

Subject to all **costs and expenses** being incurred with the **cyber incident manager's** prior written agreement.

10. **"Cryptojacking"** means

the unauthorised use of **your computer systems** by a **third party** for the sole purpose of cryptocurrency mining activities.

11. **"Cyber event"** means

any actual or suspected unauthorised system access, electronic attack or **privacy breach**, including denial of service attack, cyber terrorism, hacking attack, Trojan horse, phishing attack, man-in-the-middle attack, application-layer attack, compromised key attack, malware infection (including spyware or Ransomware) or computer virus.

Cyber event does not mean **system failure**.

12. **"Cyber incident manager"** means

the company or individual named as the cyber incident manager in the Schedule.

13. **"Cyber incident response line"** means

the telephone number stated as the cyber incident response line in the Schedule.

14. **"Cyber war"** means

any unauthorised access to or electronic attack on computer systems, carried out by or on behalf of a **state**, that directly results in another **state** becoming an **impacted state**.

15. **"Deductible"** means

the amount stated as the deductible in the Schedule.

16. **"Direct loss of profits"** means

your income that, had the **cyber event** or **system failure** which gave rise to the claim not occurred, would have been generated directly from **your business operations** (less sales tax) during the **indemnity period** or **reputational harm period**, less:

- a. actual income (less sales tax) generated directly from **your business operations** during the **indemnity period** or **reputational harm period**; and
- b. any cost savings achieved as a direct result of the reduction in income.

17. **"Employee"** means

any employee of the **company**, any volunteer working for the **company** and any individual working for the **company** as an independent contractor.

"Employee" does not mean any **senior executive officer**.

18. **"Expiry date"** means

the expiry date stated in the Schedule.

19. **"Impacted state"** means

any **state** that suffers a major detrimental impact on its:

- a. ability to function; or
- b. defence and security capabilities;

as a direct result of any unauthorised access to or electronic attack on computer systems, carried out by or on behalf of another **state**.

20. **"Inception date"** means

the inception date stated in the Schedule.

21. **"Incident response limit"** means

the highest individual limit available where cover is applicable under **INSURING CLAUSE 1** as stated in the Schedule.

22. **"Increased cost of working"** means

your reasonable sums necessarily incurred in addition to **your** normal operating expenses to mitigate an interruption to and continue **your business operations**, provided that the costs are less than **your** expected **direct loss of profits** sustained had these measures not been taken.

23. **"Indemnity period"** means

the period starting from the first occurrence of:

- a. the **computer systems** downtime; or
- b. the downtime of computer systems used directly by a **supply chain partner**;

and lasting for the period stated as the indemnity period in the Schedule.

24. **"Loss"** means

any direct financial loss sustained by the **company**.

25. **"Media content"** means

any content created or disseminated by **you** or on **your** behalf, including but not limited to content disseminated through books, magazines, brochures, social media, billboards, websites, mobile applications, television and radio.

"Media content" does not include any:

- a. tangible product design;
- b. industrial design;
- c. architectural or building services;
- d. any advertisement created by **you** for a **third party**;
- e. business, company, product or trading name;

- f. product packaging or labelling; or
- g. software products.

26. **"Payment card breach"** means

an actual or suspected unauthorised disclosure of payment card data stored or processed by **you** arising out of an electronic attack, accidental disclosure or the deliberate actions of a rogue **employee**.

"Payment card breach" does not mean a situation where payment card data is deliberately shared with or sold to a **third party** with the knowledge and consent of a **senior executive officer**.

27. **"Period of the policy"** means

the period between the **inception date** and the **expiry date** or until the Policy is cancelled in accordance with **CONDITION 5**

28. **"Policy limit"** means

the highest individual limit available where cover is applicable under any Insuring Clause or Section as stated in the Schedule.

29. **"Premium"** means

the amount stated as the premium in the Schedule and any subsequent adjustments.

30. **"Privacy breach"** means

an actual or suspected unauthorised disclosure of information arising out of an electronic attack, accidental disclosure, theft or the deliberate actions of a rogue **employee** or **third party**.

"Privacy breach" does not mean a situation where information is deliberately shared with or sold to a **third party** with the knowledge and consent of a **senior executive officer**.

31. **"Regulatory investigation"** means

a formal hearing, official investigation, examination, inquiry, legal action or any other similar proceeding initiated by a governmental, regulatory, law enforcement, professional or statutory body against **you**.

32. **"Reputational harm period"** means

the period starting from when the **cyber event** is first discovered and lasting for the period stated as the reputational harm period in the Schedule.

33. **"Senior executive officer"** means

board members, C-level executives, in-house lawyers and risk managers of the **company**.

34. **"State"** means
sovereign state.
35. **"Subsidiary"** means
any entity in which the **company** has majority ownership of on or before the **inception date**.
36. **"Supply chain partner"** means
any:
- a. **third party** that provides **you** with hosted computing services including infrastructure, platform, file storage and application level services; or
 - b. **third party** listed as a supply chain partner in an endorsement attaching to this policy which **we** have issued.
37. **"System failure"** means
any sudden, unexpected and continuous downtime of **your computer systems** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.
- However, in respect of **INSURING CLAUSE 3 (SECTION D only)**, **system failure** also means any sudden, unexpected and continuous downtime of computer systems used directly by a **supply chain partner** which renders them incapable of supporting their normal business function and is caused by an application bug, an internal network failure or hardware failure.
- System failure** does not mean a **cyber event**.
38. **"Technology services"** means
the supply by **you** of technology services to **your client**, including but not limited to hardware, software, data processing, internet services, data and application hosting, computer systems analysis, consulting, training, programming, installation, integration, support and network management.
39. **"Third party"** means
any person who is not an **employee** or any legal entity that is not the **company**.
40. **"Waiting period"** means
the number of hours stated as the waiting period in the Schedule.
41. **"War"** means
any physical:
- a. war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war is declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

b. action taken in controlling, preventing, suppressing or in any way relating to a. above.

42. "We/our/us" means

the Underwriters stated in the Schedule.

43. "You/your" means

the **company**, **employees** and **senior executive officers** solely acting in the normal course of the **company's business operations**.

EXCLUSIONS

We will not make any payment under this Policy:

EXCLUSIONS RELATING TO SYSTEM DAMAGE AND BUSINESS INTERRUPTION

In respect of **INSURING CLAUSE 3** only:

1. Business interruption liability

for that part of any **claim** that constitutes actual or alleged liability to a **third party**, or legal costs in the defence of any **claim**, including customer compensation.

EXCLUSIONS RELATING TO ALL INSURING CLAUSES

2. Antitrust

in respect of **INSURING CLAUSES 5** and **6**, for or arising out of any actual or alleged antitrust violation, restraint of trade, unfair competition, false, deceptive or unfair trade practices, violation of consumer protection laws or false or deceptive advertising.

3. Associated companies

- a. in respect of any **claim** made by any company, firm or partnership in which the **company** has greater than a 10% executive or financial interest, unless the **claim** emanates from an independent **third party**;
- b. in respect of any **claim** made by any company, firm, partnership or individual which has greater than a 10% executive or financial interest in the **company**, unless the **claim** emanates from an independent **third party**;
- c. arising out of or resulting from any of **your** activities as a trustee, partner, officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the **company**; or
- d. in respect of any **claim** made by or on behalf of the **company** against a **third party**.

4. Betterment

which results in **you** being in a better financial position or **you** benefitting from upgraded versions of **your computer systems** as a direct result of the event which gave rise to the claim under this policy.

However, in the event of a hacking attack, malware infection or computer virus, when rebuilding **your computer systems** we will pay the additional costs and expenses incurred to install a more secure and efficient version of the affected **computer system**, provided that the maximum amount **we** will pay is 25% more than the cost that would have been incurred to repair or replace the original model or licence. Under no circumstances will **we** pay the cost of acquiring or installing **computer systems** which did not form a part of **your computer systems** immediately prior to the incident which gave rise to the claim.

This Exclusion will not apply to **INSURING CLAUSES 1 (SECTION G only) and 3 (SECTION G only)**.

5. **Bodily injury and property damage**

arising directly or indirectly out of bodily injury, or tangible property damage.

However, this Exclusion will not apply to **INSURING CLAUSES 4 (SECTIONS A, B and C only) and 5** for any **claim** as a direct result of mental injury or emotional distress.

6. **Chargebacks**

for any credit card company or bank, wholly or partially, reversing or preventing a payment transaction, unless specifically covered under **INSURING CLAUSE 4 (SECTION E only)** for which **you** have purchased coverage.

7. **Core internet infrastructure failure**

arising directly from a failure, material degradation or termination of any core element of the internet, telecommunications or GPS infrastructure that results in a regional, countrywide or global outage of the internet or core telecommunications network, including a failure of the core DNS root servers, satellite network or the IP addressing system or an individual state or non-state actor turning off all or part of the internet.

8. **Domain name suspension or revocation**

arising directly or indirectly from the suspension, cancellation, revocation or failure to renew any of **your** domain names or uniform resource locators.

9. **Insolvency**

arising out of or relating directly or indirectly to **your** insolvency or bankruptcy, or the insolvency or bankruptcy of any **third party**. However, **your** insolvency will not relieve **us** of any of **our** legal obligations under this contract of insurance where this insolvency does not give rise to a claim under this Policy.

10. **Known claims and circumstances**

arising out of any actual or suspected **cyber event, claim** or circumstance which might give rise to a claim under this Policy which a **senior executive officer** was aware of, or ought

reasonably to have been aware of, prior to the **continuity date**, including any claim or circumstance notified to any other insurer.

11. Liquidated damages, service credits and penalty clauses

for liquidated damages or service credits, or arising out of penalty clauses unless **you** would have been liable in the absence of any contract stipulating the liquidated damages or service credits or penalty clauses.

12. Loss of economic value

for the reduction in economic or market value (including loss of potential future sales) of any of **your** intellectual property assets.

13. Management liability

for any sums that **your senior executive officers** become legally obliged to pay, including **costs and expenses**, as a result of any **claim** made against them arising out of a **cyber event**.

However, this Exclusion will not apply to **INSURING CLAUSE 4 (SECTION C only)**.

14. Misleading advertising

arising directly or indirectly from any advertisement, promotion or product description that is actually or alleged to be false or misleading.

15. Nuclear

arising directly or indirectly from or contributed to by:

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

16. Patent infringement

arising directly or indirectly out of the actual or alleged infringement of any patent or inducing the infringement of any patent.

17. Payment card industry related fines, penalties and assessments

for fines, penalties and card brand assessments, including fraud recoveries, operational reimbursements, non-cooperation costs and case management fees which **you** become legally obliged to pay **your** acquiring bank or payment processor as a direct result of a **payment card breach**.

However, this Exclusion will not apply to **INSURING CLAUSE 4 (SECTION E only)**.

18. Power and utility failure

arising directly or indirectly from any:

- a. failure in the power supply, including that caused by any surge or spike in voltage, electrical current or transferred energy; or
- b. failure, disruption or reduction in the supply of utilities, including but not limited to gas and water infrastructure or services.

19. Product IP infringement

arising directly or indirectly from the actual or alleged theft or misappropriation of any trade secret by an **employee** from a former employer of theirs or infringement of any intellectual property right by any product manufactured, designed, formulated, licenced, distributed, or sold by **you** or the misappropriation of any trade secret by **you** or a **third party**.

20. Professional liability

arising directly out of any negligent advice or professional services provided to a **client** for a fee except when arising directly from a **cyber event**.

However, this Exclusion will not apply to **INSURING CLAUSE 6**.

21. Property and hardware costs

for any tangible property repair or replacement including the cost of repairing any hardware or replacing any tangible property or equipment that forms part of **your computer systems**.

However, this Exclusion will not apply to **INSURING CLAUSE 3 (SECTION G only)**.

22. Regular hours staff costs

for contracted salary and bonus costs paid to **employees** or **senior executive officers**.

23. Sanctions

or will be deemed to provide any cover, to the extent that the provision of such payment or cover will expose **us** to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, Canada, the European Union, United Kingdom or United States of America.

24. Terrorism

arising directly or indirectly out of:

- a. any act or threat of force or violence by an individual or group, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government or to put the public, or any section of the public, in fear; or
- b. any action taken in controlling, preventing, suppressing or in any way relating to a. above.

However, this Exclusion does not apply to a **cyber event** affecting **your computer systems** or a **supply chain partner's** computer systems.

25. **Theft of funds held in escrow**

for theft of money or other financial assets belonging to a **third party** from a bank account held by **you** on their behalf.

However, this Exclusion will not apply to **INSURING CLAUSE 2 (SECTION B only)**.

26. **Uninsurable fines**

for fines, penalties, civil or criminal sanctions or multiple, punitive or exemplary damages, unless insurable by law.

27. **Unlawful surveillance**

in respect of any actual or alleged eavesdropping, wiretapping, or unauthorised audio or video recording committed by **you** or by a **third party** on **your** behalf with the knowledge and consent of **your senior executive officers**.

28. **Unsolicited communications**

arising directly or indirectly from any actual or alleged violation of:

- a. the CAN-SPAM Act of 2003 or any subsequent amendments to that Act;
- b. the Telephone Consumer Protection Act (TCPA) of 1991 or any subsequent amendments to that Act; or
- c. any other law, regulation or statute relating to unsolicited communication, distribution, sending or transmitting of any communication via telephone or any other electronic or telecommunications device.

However, this Exclusion will not apply to **INSURING CLAUSE 4 (SECTION A only)**.

29. **War and cyber war**

arising directly or indirectly out of:

- a. **war**; or
- b. **cyber war**.

However, part b. above will not apply to:

- a. **INSURING CLAUSE 1 (SECTION A only)**; and
- b. that part of any claim relating to any computer systems which are physically located outside of an **impacted state**.

30. **Wilful or dishonest acts of senior executive officers**

arising directly or indirectly out of any wilful, criminal, malicious or dishonest act, error or omission by a **senior executive officer** as determined by final adjudication, arbitral tribunal or written admission.

CONDITIONS

1. What you must do if an incident takes place

If any **senior executive officer** becomes aware of any incident which may reasonably be expected to give rise to a claim under this Policy, **you** must:

- a. other than in accordance with **CONDITION 2**, notify the **cyber incident manager** as soon as is reasonably practicable and follow their directions. However, this notification must be made no later than the end of any applicable extended reporting period. A telephone call to **our cyber incident response line** or confirmed notification via **our** cyber incident response app will constitute notification to the **cyber incident manager**;
- b. in respect of **INSURING CLAUSE 2 (SECTIONS A, B and C only)**, report the incident to the appropriate law enforcement authorities; and
- c. in respect of **INSURING CLAUSES 4, 5 and 6**, not admit liability for or settle or make or promise any payment or incur any **costs and expenses** without **our** prior written agreement (which will not be unreasonably withheld).

Due to the nature of the coverage offered by this Policy, any unreasonable delay by **you** in notifying the **cyber incident manager** could lead to the size of the claim increasing or to **our** rights of recovery being restricted. **We** will not be liable for that portion of any claim that is due to any unreasonable delay in **you** notifying the **cyber incident manager** of any incident in accordance with this clause. However, if **you** are prevented from notifying **us** by a legal or regulatory obligation then **your** rights under this Policy will not be affected.

If **you** discover a **cyber event** **you** may only incur costs without **our** prior written consent within the first 72 hours following the discovery and any **third party** costs incurred must be with a company forming part of the **approved claims panel providers**. All other costs may only be incurred with the prior written consent of the **cyber incident manager** (which will not be unreasonably withheld).

2. What you must do in the event of a circumstance which could give rise to a claim

In respect of **INSURING CLAUSES 5 and 6**, should a **senior executive officer** become aware of:

- a. a situation during the **period of the policy** that could give rise to a **claim**; or
- b. an allegation or complaint made or intimated against **you** during the **period of the policy**;

then **you** have the option of whether to report this circumstance to **us** or not. However, if **you** choose not to report this circumstance **we** will not be liable for that portion of any **claim** that is greater than it would have been had **you** reported this circumstance.

If **you** choose to report this circumstance **you** must do so no later than the end of any applicable extended reporting period for it to be considered under this Policy and **we** will require **you** to provide full details of the circumstance, including but not limited to:

- a. the time, place and nature of the circumstance;
- b. the manner in which **you** first became aware of this circumstance;
- c. the reasons why **you** believe that this circumstance could give rise to a **claim**;
- d. the identity of the potential claimant; and
- e. an indication as to the size of the **claim** that could result from this circumstance.

Any subsequent **claim** arising directly from this circumstance will be deemed to have been made at the time this circumstance was notified to **us** and **we** will regard this **claim** as having been notified under this Policy.

3. Additional insureds

We will indemnify any **third party** as an additional insured under this Policy, but only in respect of sums which they become legally obliged to pay (including liability for claimants' costs and expenses) as a result of a **claim** arising solely out of an act, error or omission committed by **you**, provided that:

- a. **you** contracted in writing to indemnify the **third party** for the **claim** prior to it first being made against them; and
- b. had the **claim** been made against **you**, then **you** would be entitled to indemnity under this Policy.

Before **we** indemnify any additional insured they must:

- a. prove to **us** that the **claim** arose solely out of an act, error or omission committed by **you**; and
- b. fully comply with **CONDITION 1** as if they were **you**.

Where a **third party** is treated as an additional insured as a result of this Condition, any **claim** made by that **third party** against **you** will be treated by **us** as if they were a **third party** and not as an insured.

4. Agreement to pay claims (duty to defend)

We have the right and duty to take control of and conduct in **your** name the investigation, settlement or defence of any **claim**. **We** will not have any duty to pay **costs and expenses** for any part of a **claim** that is not covered by this Policy.

You may ask the **cyber incident manager** to consider appointing **your** own lawyer to defend the **claim** on **your** behalf and the **cyber incident manager** may grant **your** request if they consider **your** lawyer is suitably qualified by experience, taking into account the subject matter of the **claim**, and the cost to provide a defence.

We will endeavour to settle any **claim** through negotiation, mediation or some other form of alternative dispute resolution and will pay on **your** behalf the amount **we** agree with the claimant. If **we** cannot settle using these means, **we** will pay the amount which **you** are found liable to pay either in court or through arbitration proceedings, subject to the **policy limit** and **incident response limit**.

We will not settle any **claim** without **your** consent. If **you** refuse to provide **your** consent to a settlement recommended by **us** and elect to continue legal proceedings in connection with the **claim**, any further **costs and expenses** incurred will be paid by **you** and **us** on a proportional basis, with 80% payable by **us** and 20% payable by **you**. As a consequence of **your** refusal, **our** liability for the **claim**, excluding **costs and expenses**, will not be more than the amount for which the **claim** could have been settled.

5. Cancellation

This Policy may be cancelled with 30 days written notice by either **you** or **us**.

If **you** give **us** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect. However, if **you** have made a claim under this Policy there will be no return **premium**.

If **we** give **you** notice of cancellation, the return **premium** will be in proportion to the number of days that the Policy is in effect.

We also reserve the right of cancellation in the event that any amount due to **us** by **you** remains unpaid more than 60 days beyond the **inception date**. If **we** exercise this right of cancellation it will take effect from 14 days after the date the written notice of cancellation is issued.

The Policy Administration Fee will be deemed fully earned upon inception of the Policy.

6. Continuous cover

If **you** have neglected, through error or oversight only, to report an incident discovered by **you** that might give rise to a **claim** under this Policy during the period of a previous renewal of this Policy issued to **you** by **us**, then provided that **you** have maintained uninterrupted insurance of the same type with **us** since the expiry of that earlier Policy, then, notwithstanding **EXCLUSION 10**, **we** will permit the matter to be reported under this Policy and **we** will indemnify **you**, provided that:

- a. the indemnity will be subject to the applicable limit of liability of the earlier Policy under which the matter should have been reported or the **policy limit** plus the **incident response limit**, whichever is the lower;
- b. **we** may reduce the indemnity entitlement by the monetary equivalent of any prejudice which has been suffered as a result of the delayed notification; and

- c. the indemnity will be subject to all of the terms, Conditions, Definitions and Exclusions of this Policy, other than a) above.

7. Dispute resolution

All disputes or differences between **you** and **us** will be referred to mediation or arbitration and will take place in the country of registration of the company named as the insured in the Schedule.

In respect of any arbitration proceeding **we** will follow the applicable rules of the arbitration association in the country where the company stated as the insured in the Schedule is registered, the rules of which are deemed incorporated into this Policy by reference to this Condition. Unless the applicable arbitration association rules state otherwise, a single arbitrator will be appointed who will be mutually agreed between **you** and **us**. If **you** and **we** cannot agree on a suitable appointment then **we** will refer the appointment to the applicable arbitration association.

Each party will bear its own fees and costs in connection with any mediation or arbitration proceeding but the fees and expenses of the arbitrator will be shared equally between **you** and **us** unless the arbitration award provides otherwise.

Nothing in this Condition is intended to remove **your** rights under **CONDITION 18**. However, if a determination is made in any mediation or arbitration proceeding, **CONDITION 18** is intended only as an aid to enforce this determination.

8. Extended reporting period

An extended reporting period of 60 days following the **expiry date** will be automatically granted at no additional premium. This extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy:

- a. any **claim** first made against **you** during the **period of the policy** and reported to **us** during this extended reporting period;
- b. any **cyber event, loss or system failure** first discovered by **you** during the **period of the policy** and reported to **us** during this extended reporting period; and
- c. any circumstance that a **senior executive officer** became aware of during the **period of the policy** and reports to **us** during this extended reporting period.

No claim will be accepted by **us** in this 60 day extended reporting period if **you** are entitled to indemnity under any other insurance, or would be entitled to indemnity under such insurance if its limit of liability was not exhausted.

9. Optional extended reporting period

If **we** or **you** decline to renew or cancel this Policy then **you** will have the right to have issued an endorsement providing an optional extended reporting period for the duration stated in the Schedule which will be effective from the cancellation or non-renewal date. This optional

extended reporting period will cover, subject to all other terms, conditions and exclusions of this Policy:

- a. any **claim** first made against **you** and reported to **us** during this optional extended reporting period, provided that the **claim** arises out of any act, error or omission committed prior to the date of cancellation or non-renewal; and
- b. any **cyber event, loss or system failure** first discovered by **you** during this optional extended reporting period, provided that the **cyber event, loss or system failure** occurred during the **period of the policy**;

If **you** would like to purchase the optional extended reporting period **you** must notify **us** and pay **us** the optional extended reporting period premium stated in the Schedule within 30 days of cancellation or non-renewal.

The right to the optional extended reporting period will not be available to **you** where cancellation or non-renewal by **us** is due to non-payment of the **premium** or **your** failure to pay any amounts in excess of the applicable **policy limit** and **incident response limit** or within the amount of the applicable **deductible** as is required by this Policy in the payment of claims.

At the renewal of this Policy, **our** quotation of different **premium, deductible**, limits of liability or changes in policy language will not constitute non-renewal by **us**.

10. Fraudulent claims

If it is determined by final adjudication, arbitral tribunal or written admission by **you**, that **you** notified **us** of any claim knowing it to be false or fraudulent in any way, **we** will have no responsibility to pay that claim, **we** may recover from **you** any sums paid in respect of that claim and **we** reserve the right to terminate this Policy from the date of the fraudulent act. If **we** exercise this right **we** will not be liable to return any **premium** to **you**. However, this will not affect any claim under this Policy which has been previously notified to **us**.

11. Innocent non-disclosure

We will not seek to avoid the Policy or reject any claim on the grounds of non-disclosure or misrepresentation except where the non-disclosure or misrepresentation was reckless or deliberate.

12. Mergers and acquisitions

If **you** acquire an entity during the **period of the policy** whose annual revenue does not exceed 20% of the **company's** annual revenue, as stated in its most recent financial statements, cover is automatically extended under this Policy to include the acquired entity as a **subsidiary**.

If **you** acquire an entity during the **period of the policy** whose annual revenue exceeds 20% of the **company's** annual revenue, as stated in its most recent financial statements, cover is

automatically extended under this Policy to include the acquired entity as a **subsidiary** for a period of 45 days.

We will consider providing cover for the acquired entity after the period of 45 days if:

- a. **you** give **us** full details of the entity within 45 days of its acquisition; and
- b. **you** accept any amendment to the terms and conditions of this Policy or agree to pay any additional **premium** required by **us**.

In the event **you** do not comply with a. or b. above, cover will automatically terminate for the entity 45 days after the date of its acquisition.

Cover for any acquired entity is only provided under this Policy for any act, error or omission committed on or after the date of its acquisition.

No cover will be automatically provided under this Policy for any acquired entity:

- a. whose business activities are materially different from **your** business activities;
- b. that has been the subject of any lawsuit, disciplinary action or regulatory investigation in the 3 year period prior to its acquisition; or
- c. that has experienced a **cyber event** in the 3 year period prior to its acquisition, if the **cyber event** cost more than the highest **deductible** of this Policy.

If during the **period of the policy** **you** consolidate, merge with or are acquired by another entity then all coverage under this Policy will terminate at the date of the consolidation, merger or acquisition unless **we** have issued an endorsement extending coverage, and **you** have agreed to any additional **premium** and terms of coverage required by **us**.

13. Our rights of recovery

You must maintain all of **your** rights of recovery against any **third party** and make these available to **us** where possible.

We will not exercise any rights of recovery against any **employee** or **senior executive officer**, unless this is in respect of any fraudulent or dishonest acts or omissions as proven by final adjudication, arbitral tribunal or written admission by **you**.

Any recoveries will be applied in proportion to the amounts paid by **you** and **us**.

14. Prior subsidiaries

Should an entity cease to be a **subsidiary** after the **inception date**, cover in respect of the entity will continue as if it was still a **subsidiary** during the **period of the policy**, but only in respect of an act, error, omission or event occurring prior to the date that it ceased to be a **subsidiary**.

15. Process for adjustment of business interruption losses

In order to determine the amount of **loss** following an interruption to **your business operations** covered under **INSURING CLAUSE 3 (SECTIONS B, C, D and E only)**, the **cyber incident manager** will appoint an independent expert agreed between **you** and **us** which will be paid for by **us** in accordance with **INSURING CLAUSE 3 (SECTION F only)**.

If an independent expert cannot be agreed upon, one will be appointed by an arbitrator mutually agreed between **you** and **us** whose decision will be final and binding.

Once an independent expert has been appointed, their calculation of **loss** will be final and binding.

16. Process for paying privacy breach notification costs

Any **privacy breach** notification transmitted by **you** or on **your** behalf must be done with **our** prior written consent. **We** will ensure that notification is compliant with any legal or regulatory requirements and contractual obligations. No offer must be made for financial incentives, gifts, coupons, credits or services unless with **our** prior written consent which will only be provided if the offer is commensurate with the risk of harm.

We will not be liable for any portion of the costs **you** incur under **INSURING CLAUSE 1 (SECTION E only)** that exceed the costs that **you** would have incurred had **you** gained **our** prior written consent. In the absence of **our** prior written consent **we** will only be liable to pay **you** the equivalent cost of a notification made using the most cost effective means permissible under the governing law.

17. Supply chain interruption events

In respect of **INSURING CLAUSE 3 (SECTION D only)**, it is a condition precedent to liability under this Policy that **you** submit to **us** a written report from the **supply chain partner** confirming the root cause and length of the outage.

18. Choice of law and jurisdiction

This Policy will be interpreted under, governed by and construed in all respects in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.



Mr David Bidgway
Bodmin Town Council
Shire Hall
Mount Folly Square
Bodmin
Cornwall
PL31 2DQ

Our Ref: 79816777

Cyber Package Policy

Quote Ref: 636973830

01 February 2024

Dear Mr Bidgway,

Your Cyber Package Insurance Quotation

Thank you for taking the time to get a Cyber Package insurance quote with us. Below is a summary of your recommended quote based on the information you have provided. We have also attached more details outlining the cover we will provide you when you take out a policy with us. It is important that you read all the information provided to make sure the quotation meets your requirements. If you have any queries, please contact us.

Your Recommended Quotation - available for 30 days

Cyber Package Annual Premium	£2,220.00
Insurance Premium Tax @12.00%	£266.40
Underwriting Fee	£150.00
Total	£2,636.40

Direct Debit Option

If you choose to pay by Direct Debit your first monthly amount will be £478.98, followed by 5 payments of £473.98, including an instalment charge of 7.87% (APR 15.60 %). The total amount payable is £2,848.88. Please note that your agreement will be subject to a facility fee of £5.00 which will be included within the first instalment. Please refer to the enclosed Towergate Premium Instalment Plan information for further details on terms and conditions.

Towergate Insurance Brokers

Suite 2a, Gateway Business Centre, Barncoose Gateway Park,
Redruth, Cornwall TR15 3RQ

Tel: **01209 200 727** Email: **redruth@towergate.co.uk**

www.towergate.com

Towergate Insurance Brokers is a trading name of Advisory Insurance Brokers Limited.
Registered in England No. 4043759. Authorised and regulated by the Financial Conduct Authority.
Registered address: 2 Minster Court, Mincing Lane, London EC3R 7PD.



Mid-Term Adjustments and Cancellations

During the term of your policy we will charge £22.50 for any mid-term changes to your policy and a fee of £65 will be charged at cancellation of any insurance contract (other than at the insurance contract expiry date). This is in addition to all other charges imposed by the Insurers or specified in our current Terms of Business. Any other charges will be discussed and agreed before being made. Our fees/commission are non-refundable even if you cancel your policy.

We have recorded your chosen method of communication about your policy documentation as being by electronic medium. Please contact us if this is not correct or should you ever wish to change your preferences.

Next steps

Our helpful team is ready to take your call. Call us on 01209 200727 and we will:

- Answer any questions you have about your quote
- Amend your quote if you require any additions/omissions to be made
- Set up your policy and arrange payment (details of the payment options can be found in the following pages)

We look forward to hearing from you.

Yours sincerely,

Phoebe Matthews
Account Handler

Towergate

Direct Dial: 01209 206285

Email: phoebe.matthews@towergate.co.uk

Added Value Products & Services

We are pleased to offer a wide range of added value products & services, if you do not already incorporate these as part of your insurance and risk programme, please click the product or service title below to find out more:



TOWERGATE ASSIST

Covers the costs of an independent loss adjuster to help with the preparation, negotiation and settlement of property claims, ensuring the process is quick, fair and without undue stress.



CYBER & CRIME

With Cyber Crime attacks becoming ever more widespread and sophisticated, you need to be sure your business has the right protection and specialist support.



TERRORISM & POLITICAL VIOLENCE

Cover against business losses arising from political violence and terrorism, including compensation for physical damage, business interruption and reputational damage.



VALUATION SERVICES

With 77% of UK commercial properties underinsured by 45%, we help ensure that your Assets and Business Interruption exposures aren't another statistic.



WWW.TOWERGATERISKMANAGEMENT.COM

Online portal covering Health & Safety, Business Continuity, Employment Law, plus an 'ask the expert' service and 15 accredited eLearning modules.



CREDIT

Bad debts kill business. Our specialist team offer expert advice on credit management and risk analysis, alongside access to a broad range of products.



TAX HEALTH CHECK

Free tax health check service which will confirm if businesses are due any tax rebate or relief relating to business rates, capital allowance or research and development costs.



HEALTH & EMPLOYEE BENEFITS

Tailored benefit packages that are great for employees and invaluable for business. After all, if everyone is healthy, optimum productivity and profitability are too.



PRIVATE CLIENTS

Protecting the wealth and possessions shouldn't get in the way of your enjoyment of them. We aim to give you maximum peace of mind and ensure life runs smoothly.



MANAGEMENT LIABILITY

Protecting Directors and Officers against Personal Liability and companies against Employment Practices Liability arising from their business.



LEGAL EXPENSES

With our Towergate Legal Expense solution, you will have a multi-award-winning Insurer in your corner, providing a range of cover from Contract Disputes to Employment Law.



EXCESS OF LOSS

Ensure your liability exposure is not left underinsured

If you wish to include any of these or if you require further information, please contact us.

Our Understanding of your Demands and Needs

We understand that your business description is:

- Bodmin Town Council

and that you require cover to protect:

Cyber Incident Response

Incident Response Costs

Legal and Regulatory Costs

IT Security and Forensic Costs

Crisis Communication Costs

Privacy Breach Management Costs

Third Party Privacy Breach Management Costs

Post Breach Remediation Costs

Cyber Crime

Funds Transfer Fraud

Theft of Funds Held in Escrow

Theft of Personal Funds

Extortion

Corporate Identity Theft

Telephone Hacking

Push Payment Fraud

Unauthorised Use of Computer Resources

System Damage and Business Interruption

System Damage and Rectification Costs

Direct Loss of Profits and Increased Cost of Working

Additional Increased Cost of Working

Dependent Business Interruption

Consequential Reputational Harm

Claim Preparation Costs

Hardware Replacement Costs

Network Security and Privacy Liability

Network Security Liability

Privacy Liability

Management Liability

Regulatory Fines

PCL Fines, Penalties and Assessments

Media Liability

Defamation

Intellectual Property Rights Infringement

Court Attendance Costs

and you wish to purchase a policy to fulfil these requirements.

Our Personal Recommendation

Based on the information provided by you, we have assessed the levels of cover and additional options you have requested.

We recommend this policy with CFC Underwriting Ltd as, unless we have advised otherwise in this letter, we believe it meets your requested cover requirements, up to the limits which are detailed within your policy documents.

Document Review

Please review the attached documents to ensure that the insurance policy satisfies your insurance requirements, and let us know if there are inaccuracies, or if it doesn't meet your requirements in any way. If you require advice on any aspect of cover, or the relevance of the cover to meet your needs, please contact us.

You should make one final check that your declared values / sums insured / limits of indemnity are adequate as claims payments could be affected if any sums insured are too low.

We would like to highlight some elements of your cover below:

Summary of Cover

Scope of Cover

Section 1:	Cyber
Section 2:	Business Interruption
Section 3:	Voice/Telephony
Section 4:	Crime
Section 5:	Hardware

Client details

Number of Employees	35
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Section 1: Cyber

Limit of Indemnity

£ 2,000,000

Excess

£ 2,500

Section 2: Business Interruption

Cover

Compensation for loss of income.

Sum Insured

£ 2,000,000.00

Indemnity Period

12 Months

Section 3: Voice/Telephony

Cover

Cover for Voice/Telephone hacking.

Limit of Indemnity

£ 2,000,000

Excess

£ 2,500

Section 4: Crime

Cover

Cover for theft, fraud or dishonesty by your employees or by third parties.

Limit of Indemnity

£ 250,000

Excess

£ 2,500

Section 5: Hardware

Sums Insured

Static computer equipment

35

General Clauses/Information

Deductible

£2,500

Post Breach Remediation Costs / Claim Preparation Costs / Court Attendance Costs £0

Endorsements

N/A

Requirements we have not met

None

IMPORTANT

For the full wordings of special conditions, exclusions, limitations and all other conditions, please refer to the Policy Document and Schedule. Most policies contain certain conditions, sometimes called warranties or subjectivities. All warranties will become 'suspensive conditions'. This means that cover is suspended for the period during which the warranty is not complied with and means that an insurer will be liable for losses that take place after a breach of warranty has been remedied, assuming that a remedy is possible. Failure to comply with a condition of your policy can result in a claim not being paid, or only part paid. The Insurer cannot only reject your claim but in certain circumstances void the policy as a whole.

Fair Presentation

It is important that you tell us everything about you and what you want to insure, including any specific concerns that led you to seek cover.

The law requires that you make a "fair presentation" of the risk to insurers. To do this you need to undertake a reasonable search for and disclose all information that may be material to the insurance, including by making specific enquiries of Partners, Directors and Senior Management involved in the business and its subsidiaries and other people inside and outside your organisation who may have material information, and to answer all the questions we ask you accurately and to the best of your knowledge and ability.

You must tell us of anything that may be relevant or important for insurers to know so that they can make decisions on whether to offer cover, the type of cover to offer, the terms to be applied and the required premium. If you don't do this and a relevant piece of information is missed then your cover may be prejudiced or become void, you may be charged a higher premium or have claims reduced or not paid at all.

By way of example only, you should inform us of the following:

- The financial history of the proposer (including senior management and those involved in arranging the insurances), director or partner of the business (including any subsidiaries) – personally or in any business capacity. Areas to disclose include prior convictions (excluding motoring convictions and those spent under the Rehabilitation of Offenders Act),

bankruptcy/liquidations/voluntary arrangements, previously had an insurance policy voided/cancelled/declined, County Court Judgements (or Scottish equivalent)

- Any different, special or any unusual aspects of your business activities in comparison to what would be considered 'typical' for your trade, business or profession.
- If anything changes from what you have previously advised to us

If you are in any doubt or need further information, please tell us or speak to your usual contacts

Our Insurance placement approach

The following information tells you how we have selected your insurances and who we act for at various key stages of the life of the policy.

For the following insurance(s) we will/have provided a personal recommendation based on your Demands and Needs and a fair and personal analysis of the market.	Cyber Package
--	---------------

The following information is in relation to who we act for at various key stages of the life of the policy for the insurance(s) we have arranged

Sourcing the contract

When sourcing an insurance policy which meets your demands and needs, we act as your agent.

Placing the insurance contract

When arranging the insurance policy with the relevant insurer, we act as your agent

Handling claims

If you have a claim on the policy, any assistance we give you will be provided as your agent.

How to Pay

Paying for your premium can be done in several easy ways

Direct Debit

Setting up your direct debit payments is done in one simple phone call. Call us and we will arrange this for you. Subject to PCL approving your application they will send you a letter which will include confirmation of your payments along with a credit agreement detailing PCL's terms and conditions with you. It is important you return this credit agreement or acknowledge the agreement online. Full details of how to do this can be found in your welcome letter.

Debit or Credit Card

If you wish to pay in one up-front payment by debit or credit card, please contact your insurance adviser by phone. No charge is made for payment by credit or debit card. We are unfortunately unable to accept American Express cards.

Direct Bank Transfer

Paying by direct bank transfer is easy and means you don't incur any additional charges. Please send your payment to our client bank account:

BACS To: AIBL West Country Client NST Acc

Sort Code: 30-80-12

Account: 15606768

IBAN No: GB23LOYD30801215606768

IBAN BIC CODE: LOYDGB21F09

Remittance To: iba.cashbooks@towergate.co.uk

Vat Registration Number: 447284724

Please ensure that you include the reference 79816777 in your payment details to identify your payment to us.

Other Payment Methods

Should you be unable to pay by one of the methods shown above, please contact your Account Handler or Account Executive on the telephone number shown at the foot of this letter to discuss alternative options.

Documents Enclosed

Quote Schedule	This details the basis of your insurance quotation including property insured, sections covered, sums insured, excesses and any endorsements that apply.
Application Form	This details the information supplied by you to enable the premium to be calculated and the correct terms and endorsements applied to your policy. If any of the information on this document is incorrect you must notify us immediately.
Summary of Cover Key Facts/Policy Summary	This summarises the key features and exclusions of your policy
Important Information Document & Terms of Business	By taking out this insurance policy you are entering into a contract with us. This document provides the terms and conditions between you and us, information about us, our services and costs, your rights and how to exercise them.
Towergate Premium Instalment Plan - Need to Know Document	This document outlines important key features concerning how your insurance premium is arranged through our finance provider, Premium Credit Limited (PCL)

IMPORTANT: Please ensure you read all documentation and contact us immediately should you have any queries

TOWERGATE PREMIUM INSTALMENT PLAN

What you need to know...

You have received this document as we have offered you the option to pay your premium in instalments.

Towergate works exclusively with Premium Credit Limited (PCL) to provide your instalment plan.

What does this mean?	Are there any restrictions in your service?
<ul style="list-style-type: none">✓ Towergate acts as a Credit Broker and we are not the actual lender; the lender is Premium Credit Limited.✓ Your premium instalment plan is funded by a credit agreement, so we can offer you one simple method of payment for one or more products you may have with us.✓ You are always free to choose how you pay for any products you have with us. If you would prefer to pay in a different way, either now or later, then please get in touch with us as soon as possible.✓ We will not charge you a fee for introducing you to PCL, but we do receive commission as a percentage of the total annual amount of credit financed from PCL directly. You can request details of this at any time.	<ul style="list-style-type: none">✓ As we only work exclusively with PCL, we are only able to offer you information about this option.✓ In some cases, insurers may provide their own instalment plan for a product and where this is the case, we will do our best to notify you of this and provide details of their plan to you.✓ We cannot advise or recommend if this is the payment option most suited to you and you must take the time to ensure it is appropriate to your needs and regular payments are affordable.

Your regular payment commitments and fees and charges applying under PCL's credit agreement.

What does this mean?	What are PCL's charges under the credit agreement?
<ul style="list-style-type: none">✓ Charges for using the PCL facility are shown in the next section. You will also receive an individual payment plan from PCL.✓ You will also be advised of the APR to enable you to consider costs of credit relative to other forms of credit you may have access to.✓ Fees and charges may change at each renewal. You should check when renewing your policy that the terms remain appropriate for your needs.✓ If this is a new agreement, you have within a 14-day period to change your mind and withdraw from the agreement without penalty. After this time, additional fees will be incurred.	<ul style="list-style-type: none">✓ PCL will apply a charge for providing a Payment Instalment Facility, this is shown as the 'Transaction Fee' and the amount will be detailed in our Payment Schedule together with a representative Annual Percentage Rate (APR). The Transaction Fee is calculated as a percentage of the loan amount.✓ Facility Fee of £5 is added to your first instalment at new business and any subsequent renewal if amount funded is £100 or more.✓ Changing your payment date is possible and if this is requested after the first instalment has been collected, no charge will apply.✓ Not returning your signed credit agreement within 27 calendar days of receipt will result in a charge of £25.✓ Failure to make a payment when due - £25 for each missed monthly instalment✓ There are no early repayment or cancellation fees or charges

The application process and how your information will be used as part of this process.	
<p>How will my application be assessed?</p> <ul style="list-style-type: none"> ✓ Credit is always subject to financial circumstances and status. ✓ You should inform us and PCL of any particular difficulties you may foresee in making repayments during the contract. ✓ In order to enter into PCL's credit agreement, you must be resident in the UK, aged 18 years or over, hold a bank or building society current account which can support Direct Debit payments and have not been declared bankrupt. ✓ PCL may use a credit reference agency that leaves a record of the search or obtain further information about you (or your business, if applicable) to carry out credit worthiness checks and other checks required by law. ✓ PCL are able to provide you with details of any credit reference agency consulted, should this information be required. 	<p>How will my data be handled as part of this process?</p> <p>Your personal information, including bank details will be passed onto PCL in order to set up and manage your instalment plan with you.</p> <ul style="list-style-type: none"> ✓ PCL may provide periodic updates to us in order that we can monitor their service and they inform us of any difficulties you may have in making payment so we can take steps to ensure your cover remains in force. ✓ Unless you inform Towergate or PCL otherwise, PCL will mostly communicate with you in an electronic format, using either your email address or their online portal; this will also allow you to sign your credit agreement electronically and manage your plan; reducing paper and supporting PCL's environmentally friendly approach. ✓ If you have any objections or concerns regarding the way in which your data is handled or the credit checks undertaken, then please contact us or PCL at any time.
How will my insurance policy impact my credit agreement with PCL?	
<p>Changes to your policy.</p> <ul style="list-style-type: none"> ✓ If you make a mid-term change to your policy, we will always inform you of the change in insurance premium and any associated insurance charges. ✓ Most changes to your insurance premium can also be accommodated within the credit agreement and if you select this option PCL will send you a revised payment schedule up to your renewal. ✓ If you would prefer to pay any additional premium in a one-off payment instead, then please let us know at the time of making the change. ✓ If you change insurance brokers, please inform us and PCL as soon as possible. If your new broker has an arrangement with PCL, they may be able to continue your plan with you. If this is not the case, then PCL may require you to repay any outstanding balances relating to your existing insurance Policies within 14 days. 	<p>Your credit when your insurance renews.</p> <ul style="list-style-type: none"> ✓ Unless you advise us ahead of renewal, your instalment plan with PCL will always continue. ✓ However, as the interest rate/APR%, fees and charges can change, please check your renewal documentation to ensure these remain appropriate for you. ✓ Please contact us ahead of the renewal date if you would prefer to pay by an alternative method to avoid paying any charges applicable under the credit agreement.

Failure to make payment when required and useful information about PCL and their credit agreement.

What if I fail to make payment when due?

- ✓ Please contact PCL immediately if you are having payment difficulties or think that your payment may not be made as planned. PCL are best placed to discuss any suitable options with you, which could avoid additional charges or more serious consequences.
- ✓ Non-payment may mean that your agreement is terminated and must pay the full outstanding balance.
- ✓ If you continue not to pay, legal proceedings may be taken against you incurring additional costs, charges and possibly leading to a County Court Judgment (a CCJ).
- ✓ Non-payment may be reported to credit reference agencies which can adversely affect your credit rating and you may find it more difficult to obtain credit, insurance or other products in the future.
- ✓ Towergate will also be advised if you miss your payments, this may result in the cancellation of any Insurance Policies financed using PCL.
- ✓ Any refund of premium arising from the cancellation of your insurance policy will be used to repay any monies you owe PCL or, where we have paid PCL, any monies you owe us.
- ✓ We may take separate action against you to recover any shortfall relating to your insurance premiums and associated charges.

What if I need to contact PCL directly?

- ✓ You can contact PCL at any time should you wish to clarify any details of their credit agreement or have any questions or concerns you may wish to raise about their service, for ease their details are below:

PCL Address - Operations Centre, Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX

Telephone Number - 0344 736 9836

Website - www.premiumcredit.co.uk

PCL is also authorised and regulated by the Financial Conduct Authority (FCA), their status can be checked by visiting the FCA website (<https://register.fca.org.uk/>) and their credit agreement is subject to English Law.

Other Important Information

In the event of insurer insolvency, PCL may use any money received from the Financial Services Compensation Scheme (FSCS) to repay all or part of any outstanding balance due under the credit agreement.

If you have any questions or queries, please do not hesitate to contact your Towergate representative.



Our service terms

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Important Information and Terms of Business

1. What this document is for

- 1.1 This document sets out the terms on which we agree to act for you when we are instructed to provide services to you. We will refer to it as the “Terms”.
- 1.2 A “Consumer” is a customer that is an individual who enters into an insurance contract wholly or mainly for purposes unrelated to their trade, business or profession. A “Commercial Customer” is a customer who is not a Consumer. For the purpose of these Terms, you are a Commercial Customer.
- 1.3 In the absence of your express acceptance of these Terms, if you continue to instruct us to provide services to you, we shall be entitled to treat the provision of such instructions as your agreement to be bound by these Terms.
- 1.4 If you do not wish to be bound by these Terms then you should not instruct us to set up, renew or otherwise deal with your insurance needs.
- 1.5 We recommend that for your own benefit and protection you should read these Terms carefully as they contain details of our statutory and regulatory responsibilities and your contractual obligations. It is a legal document, but we have tried to make it as easy to read as possible. If there is anything in these Terms that you do not understand please ask us for further information.
- 1.6 These Terms replace all proposals and prior discussions and representations, whether oral or written, between us relating to our appointment as your agent in connection with the setting up and managing of your insurance.

2. Who we are

- 2.1 In these Terms references to “we” or “us” are to the firm whose details are set out in the covering letter or report that accompanies these Terms. We are an independent insurance intermediary – this means we are not owned by an insurer, and we do not insure you, but work as the link between you and the insurer to set up your insurance.
- 2.2 We are part of the Ardonagh Group (www.ardonagh.com).
- 2.3 We are authorised and regulated by the Financial Conduct Authority (“FCA”). Our details can be found on the covering letter that accompanies these Terms and can be checked on the FCA Register at the FCA website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.
- 2.4 Our FCA authorisations mean that we are allowed to:

- recommend insurance policies;
 - set up insurance policies;
 - assist with the managing of insurance policies,
 - all in connection with general insurance; and
 - act as a credit broker for introducing customers who wish to pay for their premiums by monthly instalments to lenders or other finance providers.
- 2.5 Certain parts of the Ardonagh Group act as a managing general agent. This means that parts of the Group have been given authority from insurers to perform a range of services on their behalf and for these services we may receive commission and/or fees from those insurers. These services can include the managing of insurance policies, the handling of claims for certain classes of business and, in some instances, agreeing and issuing insurance contracts on behalf of those insurers.
- 2.6 The Ardonagh Group also includes business units which act in the capacity of manufacturer/co-manufacturer including pricing, design or development of insurance policies on behalf of insurers. Such products may be marketed as products of the Ardonagh Group, but will always be placed with an insurer outside of the Ardonagh Group.

3. The services we offer

- 3.1 Our services will normally include:
- assessing your insurance needs;
 - recommending an insurance solution to meet those needs;
 - on your instructions, setting up insurance cover with insurers; issuing policy documentation to you;
 - helping you with any ongoing changes you wish to make to your insurance; and/or
 - helping you make a claim.
- 3.2 We will try to ensure that the products or services we offer you match your stated requirements. We will try to identify your insurance needs based upon information which you provide to us. If we cannot match your requirements, we will explain the differences in the product or service we can offer you and will aim to provide you with enough information so you can make an informed decision about your insurance. Where we are not providing advice or a recommendation, we may ask you some questions to narrow down the selection of products we will provide details on. You will then need to make your own choice about how to proceed.
- 3.3 We will explain the main features of the products and services we offer you, including details of the insurer, the main details and benefits of cover, any unusual restrictions or exclusions, any significant conditions or obligations which you must meet, and the period of cover.
- 3.4 If you need extra time to consider the products or services we have offered you, we will try to:

- confirm how long you have to accept the insurance on the terms we have offered;
- give you a written quote if you request one, including all the information we believe you need to make an informed decision; and/or
- provide you with a sample policy if you ask for one.

3.5 We might provide some of the services through other members of the Ardonagh Group.

4. What we charge and how we get paid

- 4.1 We may receive remuneration in respect of the placement, or renewal, of your insurance in the form of fees paid by you, in addition to the premium and/or commission agreed with insurers and forming part of the premium paid by you.
- 4.2 We will provide you with information on the nature and amount of the fees we charge before placing, or renewing, your policy, and will also on request provide details of the commission we earn for that placement or renewal.
- 4.3 We may also charge you an administration fee for making a change to, or for cancelling, your insurance policy. The amount of such fee will be confirmed in writing to you prior to the change to your policy being made or cancellation of your policy.

Additional services

- 4.4 We may carry out services other than the placement, renewal, administration or cancellation of your insurance. Where we have agreed with you to provide such additional services, we shall be entitled to charge a fee. The amount of such fee will be confirmed in writing to you prior to such service being provided.
- 4.5 We shall also be entitled to charge travelling or other expenses where the additional services are performed other than at our offices. Unless otherwise stated by us in writing, any fees or expenses payable to us shall be exclusive of VAT and, and if applicable, shall be payable by you in addition to such fees and expenses.

Other earnings

- 4.6 We may receive payments from insurers with whom we have arranged your insurance or from other third parties in connection with the insurance arranged for you, including:
- where agreed by the insurers, we will obtain additional payments or fees from them for services we provide for them which are unconnected with any specific customer transaction;
 - if the type of policy we sell reaches the specific sales and/or profitability targets set by the insurers, they may also pay us an additional bonus;
 - referral fees where you have agreed to additional third party services (including, without limitation, valuation services), which are related to the

insurance set up for you, and where such fees have been agreed by those providers;

- where you have taken out a finance agreement to pay for your insurance policy, commission from the lender which will usually be calculated as a percentage of the total annual amount of credit financed; and
- interest and investment returns when we temporarily hold money on behalf of you or the insurer.

4.7 Where our underwriting division or another Ardonagh Group company are involved in placing and/or servicing your insurance business, the remuneration which we or they receive in connection with such services is separate from the commission or fees which we receive as your broker. For the avoidance of any doubt any remuneration received by our underwriting division or such other Ardonagh Group company in connection with such services shall be retained by our underwriting division or such other Ardonagh Group company. Further, where we have agreed in writing to waive the commission or fees which we would have received as your broker, such waiver shall not apply to remuneration earned by our underwriting division or such other Ardonagh Group company.

4.8 You have a right to request information regarding any payment that we may have received by setting up and renewing each of your insurance policies. For contact information, please use the contact details on the letter or report that accompanies these Terms.

Our fees & commission are non-refundable even if you cancel your insurance policy.

4.9 Unless otherwise stated in writing by us prior to placing or renewing your insurance policy, we will be entitled to retain all fee and/or commission payments made to us, and claim from you any unpaid fees and/or commission we earn, in relation to your insurance policy including any commission resulting from any additional premium payable during your cover period. The circumstances in which this applies includes where the actual period of insurance is less than the full term, or you terminate these Terms before the expiry of any policy arranged by us on your behalf.

5. Your disclosure responsibilities

- 5.1 It is important that you tell us everything about you and what you want to insure, including any specific concerns that led you to seek cover.
- 5.2 The law requires that you make a “fair presentation” of the risk to insurers. To do this you need to undertake a reasonable search for and disclose all information that may be material to the insurance. This includes, but is not limited to, making specific enquiries of partners, directors and senior management involved in the business and its subsidiaries, and other people inside and outside your organisation who may have material information, and to answer all the questions we ask you accurately and to the best of your knowledge and ability.
- 5.3 You must tell us of anything that may be relevant or important for insurers to know so that they can make decisions on whether to offer cover, the type of cover to offer, the terms to be applied and the required premium. If you don’t do this and a relevant piece of information is missed then your cover may be prejudiced or

become void, you may be charged a higher premium, or have claims reduced or not paid at all.

- 5.4 For example, you are required to inform us of any different, special or any unusual aspects of your business activities in comparison to what would be considered 'typical' for your trade, business or profession. Also, if anything changes from what you have previously advised to us you are required to let us know so that your insurers can be advised.
- 5.5 If you are in any doubt or need further information please tell us or speak to your usual Towergate contacts (see "How to contact us" at paragraph 23 below).

6. Paying for your insurance policy in full

- 6.1 Unless you arrange to pay for your insurance policy by monthly instalments (see paragraph 7), our payment terms are as follows:
new policies – full payment of premium and fees on or before the start date of the insurance policy; mid-term adjustments to existing policies – full payment of any additional premium and fees on or before the date the change applies from; and renewals – full payment of premium and fees before the renewal date.
- 6.2 We normally accept payment by bank transfer, debit or credit card, or monthly instalments. If we haven't already given you the relevant details, they are available on request.
- 6.3 If you fail to pay any premium or other fees due within the payment terms, your insurance policy may be cancelled from the start date or renewal date (as relevant) and any claims submitted may be rejected. Where you still owe payments, you will also be liable for any extra costs incurred to recover the outstanding amount owed.

7. Paying for your insurance policy in instalments

- 7.1 We cannot advise or recommend how you should pay for the insurance policies we arrange for you, but you may prefer to pay for your insurance in instalments as part of a credit agreement. We can offer you the option to do this through a third-party provider.
- 7.2 Any third party finance provider is not part of the Ardonagh Group but is a separate entity authorised and regulated by the Financial Conduct Authority. If you do choose to pay your premium by instalments we will provide you with further information about your credit agreement and other important information within a document headed "YOUR PREMIUM INSTALMENT PLAN – What you need to know". Every effort will always be made to provide you with enough information, but please contact us if we can clarify anything for you.
- 7.3 We will only pass your details to a third party finance provider if you give us an instruction to do so. If your application for credit is accepted, you will receive a welcome letter, pre-contractual information, and a credit agreement. It is important to take the time to read the information sent by the third party finance provider and if you have any questions about the agreement you can contact us or the provider

directly.

- 7.4 Where you are paying for your insurance by instalments as part of a credit agreement and an instalment payment is not received on or before the date when it is due to be paid, you agree that if we are instructed to do so by the third party finance provider, we may on your behalf instruct the insurer to cancel your insurance policy (or where the first instalment payment has not been received, notify the insurer that the insurance policy has not been taken up). You also agree that we may offset any refund of premium which may be received against any money which you owe to us and/or to the premium finance provider under your credit agreement with it. In such circumstances you will remain liable for any sums due in respect of the time your insurance policy is in place or for any other charges that may arise. You will also be responsible for putting in place any alternative insurance.

8. Cancelling or making mid-term changes to your insurance policy

- 8.1 Please note that cancellation rights vary between insurers and you should check your policy documentation if you are considering cancelling your policy. To exercise your right of cancellation, you can contact us either by telephone, email or letter, in each case in the manner and within the time limits set out in your policy documentation. If you exercise your right to cancel your policy your insurer will, as a minimum, charge you for the period during which you were covered, and other charges (such as an administration fee) may be applied to cover the insurer's and our costs in arranging the cancelled policy.
- 8.2 Be aware that some insurers do not offer any refund of premiums for cancelled policies.
- 8.3 Where you cancel your policy or where you request a mid-term adjustment which reduces the cover provided under the policy, we may charge you for our time and costs. This will result in us reducing any amount we refund to you by the full amount of the commission and fees we would have received had you not cancelled or amended your policy. This is because the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers you. These costs are recovered through the commission or fees we earn. If you cancel your insurance policy, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge we make will not exceed the cost of the commission and fees that we would have earned. Where the amount of the refunded premium is less than £10 (per policy) we will retain such amount, but where a mid-term adjustment or cancellation charge is made we will set it off against such charge. This paragraph does not otherwise affect any cancellation/refund rights which you may have.

9. Making a claim or reporting a potential claim against your insurance policy

- 9.1 If you wish to make a claim or report a potential claim, please follow the instructions provided with your policy documentation, quoting your insurance policy number or other reference given to you.

- 9.2 If we need to be notified as well as, or instead of, your insurance company, we will have provided you with details and a telephone number at the time we sold you your insurance policy and/or in the documentation you received from us.
- 9.3 For some policies, insurers give us authority to act on their behalf in settling claims. In this case we will seek your permission for us to deal with such a claim.
- 9.4 It is essential that you notify us promptly if you find out about something that may mean a claim is made against your insurance policy. You must do this even if you do not believe you are responsible. If you do not tell us straight away your insurer might refuse to accept a claim. If you receive any communication making allegations which could mean a claim is made against your insurance policy, you must pass it to us immediately, without replying to the person who sent it.

10. Renewing your insurance policy

- 10.1 We will write to you before the end of your insurance policy explaining what you need to do and, if we can renew your insurance policy, we will send you details of the cost and terms.
- 10.2 We may automatically renew the insurance policy where you have given us authority to do this to make sure you remain continuously insured. If we do, we will use the payment method you have provided to us. You can ask us to stop taking payments automatically or change your payment method at any time by contacting us.
- 10.3 If you do not tell us that you do not want to renew your insurance policy through us, we may assume, that you need us to renew the policy to protect your interests relating to what you have insured. We are not under an obligation to renew your policy in these circumstances, but if we choose to do so, you will be liable to make payment to us and/or your insurer. In addition, if you pay for your insurance policy by direct debit or instalment payments, we will continue to accept payment from you unless and until you specifically notify us or your insurer that you wish to cancel your insurance policy.

11. How we hold your money

- 11.1 Premium(s) and any other monies we may hold on your behalf, for example refund premiums and claim cheques received from an insurer, will be held in trust (by us on your behalf, separately from our money) until they are paid by us to your insurer or to you. This may be a statutory or a non-statutory trust account operated in accordance with FCA CASS 5 rules. In some cases, we act on behalf of insurers and in these instances we hold money as insurer money (meaning it belongs to the insurer even while we're holding it). In these instances, we will hold any premiums that you pay to us as an agent of the insurer and these are treated as having been received directly by the insurer itself.
- 11.2 We will take commission earned from insurers in connection with your insurance only after we have received your premium or received it from a third party provider on your behalf, as applicable. This may occur before payment of the premium has

been made to the insurer depending on the terms of business we have agreed with the insurer.

- 11.3 Where we receive money on your behalf, for example refund premiums and claim cheques received from an insurer, we will deduct any amount you owe to us before making any payment to you.
- 11.4 Where we hold money in a non-statutory client money trust we may use the funds in that account as a short-term credit facility to fund another client's premium before it is received from that other client and/or to pay claims and premium refunds to another client before we receive the same from an insurer. We always ensure that the total funds held in the non-statutory trust account comply with the FCA rules to ensure you are protected from loss.
- 11.5 Occasionally, as part of the process of finding an insurance policy that suits your requirements, we may pass your premium to another insurance intermediary who will also be required to hold your money in trust until the premium is deemed to have been received by the relevant insurer.
- 11.6 This includes intermediaries outside the United Kingdom who would therefore be subject to different legal and regulatory regimes. In the event of a failure of the intermediary, this money may be treated in a different manner from that which would apply if the money were held by an intermediary in the United Kingdom. Please inform us if you do not agree to this.
- 11.7 We may deposit your money in an approved bank outside the United Kingdom who would therefore be subject to different legal and regulatory regimes. In the event of a failure of the bank, this money may be treated in a different manner from that which would apply if the money were held by a bank in the United Kingdom. Please inform us if you do not agree to this.
- 11.8 In accordance with the FCA rules, we may arrange to hold permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into a separate client account. If we do this, we will be responsible for meeting any shortfall in our client money funds which is attributable to falls in the market value of those investments. Any interest earned on client money held by us and any investment returns on any segregated designated investments will be retained for our own use.
- 11.9 Between receiving any money from you and us passing it to insurers, and vice versa, we may remove it from the trust account in which it is held, to another account to earn interest or other investment income from it. In such an event the account in which it is placed will be set up with the same trust protection as the account from which it is removed. To improve the efficiency of our business and maintain the right protection to you we may wish to transfer your money between companies within the Ardonagh Group, including between entities that are regulated by the FCA. In such circumstances we may transfer any money we hold on your behalf to a new bank account with the same trust protections as the existing account to ensure that the protection afforded to your money always remains in place. If bank account details are changed, you will be advised.

12. Conflicts of interest

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Towergate Insurance Brokers is a trading name of Advisory Insurance Brokers Limited
Registered Office: 2 Minster Court, Mincing Lane, London, EC3R 7PD
Authorised and regulated by the Financial Conduct Authority
Version: October 2022

- 12.1 As an insurance broker we usually act for you. Circumstances may arise where we find that we have a conflict of interest, or otherwise have a material interest in or related to a matter in which we are acting. For example, we may be asked to act on behalf of an insurer in the appointment of a loss adjuster or we may find that the interests of two clients for whom we act conflict.
- 12.2 We have conflict management procedures and we seek to avoid conflicts of interest, but where a conflict is unavoidable we will explain the position to you and manage the situation in a way which is designed to avoid prejudice to any party.
- 12.3 The insurance market is complex and there could be other relationships not described here which might create conflicts of interest. Whatever the circumstances, we will act in your best interests. If a conflict arises for which there is no feasible solution, we will withdraw unless you wish us to continue to act for you, and you provide us with your written consent to that effect.

13. Confidential information

- 13.1 We and you will treat information received from the other relating to these Terms as confidential. Neither we nor you will disclose such information to any other person not entitled to receive it except as may be necessary to fulfil our respective obligations in relation to these Terms, and except as may be required by any applicable law or regulatory authority.
- 13.2 For the avoidance of doubt we shall be entitled to disclose such information relating to you (where necessary) as part of the normal course of our business, to insurers or reinsurers, actuaries, auditors, professional agents, advisers, investors, shareholders, a person considering the purchase of our shares or business, members of the Ardonagh Group, or to persons in order to provide our service to you.
- 13.3 This paragraph 13 will not apply to information which was rightfully in the possession of a party prior to these Terms or which is already public knowledge/becomes so at a future date (otherwise than as a result of a breach of this paragraph 13), or which is trivial or obvious.
- 13.4 Any breach by you of this paragraph 13 shall be considered a material breach for the purposes of paragraph 19.

14. Use of personal data

- 14.1 To the extent that any personal data is processed under or in connection with these Terms, we (Advisory Insurance Brokers Limited) are the controller of such personal data for the purposes of the applicable data protection law. We are part of the Ardonagh Group of companies, and we may share personal data you provide to us within the Ardonagh Group (see <http://www.ardonagh.com> for further details of the Ardonagh Group).
- 14.2 In connection with these Terms we (or the Ardonagh Group) will use personal data to:

- assess and provide the products or services that you have requested (which may include the performing of a search with a credit reference bureau or data enrichment services, where necessary);
- communicate in relation to servicing and administering your products;
- develop new products and services;
- undertake statistical, risk and data analysis to help us improve our services and products;
- contact customers about products that are closely related to those already held with us, or risk news and advice that is relevant to your business;
- provide additional assistance for these products or services; and
- notify important changes to products and functionality changes to our websites.

14.3 From time to time we may use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from the Ardonagh Group, subject to relevant marketing regulations and permissions. You may contact us to withdraw consent to these details of marketing, promotion opportunities or offers at any time.

14.4 When we process, store or disclose personal data in connection with these Terms (including in respect of any personal data belonging to a third party that you provide to us), as set out in our Privacy Policy (as described at paragraph [14.5](#) below) we:

- follow security procedures in line with industry practices;
- retain and process such personal data as long as and to the extent necessary for the purpose of complying with our obligations under these Terms and our regulatory obligations; and
- maintain appropriate technical and organisational measures (including data protection policies) to govern our use of and to protect such personal data.

14.5 Where you provide personal data belonging to a third party to us, you warrant that you have obtained the relevant authority and/or consent of that third party to provide such personal data to us for the purposes set out within these Terms. You should also ensure that the Privacy Policy (as described below) has been brought to the attention of the relevant third party. Full details of our processing activities are set out in the Advisory Insurance Brokers 'Fair Processing Notice' (also referred to as the "Privacy Policy") which can be accessed here:

<https://www.towergateinsurance.co.uk/fpn/advisory-insurance-brokers>

14.6 The Privacy Policy, amongst other things, explains:

- who we are;
- the types of personal data we process;
- how we process it and for what purposes;
- who we share it with; and
- how long we keep it for.

It also provides information about the rights of individuals whose personal data we process.

14.7 If you or any relevant individual are unable to access this URL, the details set out in our Privacy Policy can be obtained by contacting the address or telephone number indicated in any recent correspondence or emails you have received from us.

- 14.8 In the event you or any individual whose personal data we process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to advisorydataprotection@ardonagh.com or in writing to The Advisory Data Protection Officer, The Ardonagh Group, The Octagon, Colchester CO1 1TG, United Kingdom.

15. Financial crime

- 15.1 In providing our services to you, we will not engage in any activity which would breach any financial crime law, statute or regulation applicable to us. These include, but are not limited to, those relating to financial and economic sanctions, the facilitation of tax evasion, anti-bribery and corruption, anti-money laundering, and/or combatting the financing of terrorism.
- 15.2 We will not arrange any insurance or benefit or pay any claim which may result in us breaching any such laws, statutes or regulations. Where we reasonably believe that it is necessary or desirable, we may take certain actions including, but not limited to, ceasing to provide services to you, freezing funds held on behalf of you or a third party and/or passing on your details to relevant authorities or regulators. Where we reasonably believe that we are prohibited from doing so, we will not disclose the fact that we have taken such actions against you.
- 15.3 You will ensure that at all times you comply with all laws, statutes and regulations relating to any applicable financial crime law, statute or regulation. These include, but are not limited to, those relating to financial and economic sanctions, the facilitation of tax evasion, anti-bribery and corruption, anti-money laundering and/or combatting the financing of terrorism.
- 15.4 If you become aware of any issues in relation to this paragraph 15, you will notify us as soon as reasonably practicable.
- 15.5 Any breach by you of this paragraph 15 shall be considered a material breach for the purposes of paragraph 19.

16. Complaints and compensation

- 16.1 Our aim is to always provide a high standard of service to you. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly. If you wish to complain please contact us in any of the following ways using the contact details on the letter or report that accompanies these Terms:
- in writing (please mark your correspondence as 'Complaint');
 - by e-mail (please mark your correspondence as 'Complaint');
 - by telephone; or
 - in person.
- 16.2 In all cases please quote your insurance policy number or any other reference we

have given you.

- 16.3 We promptly acknowledge complaints. Our complaints procedure is available on request and will be provided to you when we acknowledge receipt of any complaint that you make to us.

Lloyd's insurance policyholders

- 16.4 If your insurance is provided by underwriters at Lloyd's we will confirm this to you when acknowledging your complaint. If you are unhappy with our response to your complaint, you may be entitled to refer the matter to the complaints team at Lloyd's. Lloyd's will investigate the matter and provide a final response. Full details of Lloyd's complaints procedures are available at www.lloyds.com/complaints.

The Financial Ombudsman Service

- 16.5 If you feel that we have not been able to resolve any matter to your satisfaction after our complaints process or if you are unhappy with our decision, or one provided by Lloyd's (where applicable) or if we did not complete our investigation and issue our final response letter within eight weeks, you may be entitled to refer your complaint to the Financial Ombudsman Service ("FOS") by post, phone or email.

Post: The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Phone: 0800 0234 567 or 0300 123 9 123

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

- 16.6 FOS is an independent and free service for settling disputes between businesses providing financial services and their customers. Your right to refer a complaint to FOS will depend on you meeting the relevant eligibility criteria. Further information on FOS and whether you would be eligible to refer your complaint to them can be found on its website at www.financial-ombudsman.org.uk.
- 16.7 If you live outside the United Kingdom or if you prefer not to deal directly with FOS, you may be able to refer your complaint to a local dispute resolution provider.
- 16.8 Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your right to legal action will not be affected.

17. Financial Services Compensation Scheme

- 17.1 You may be entitled to compensation from the Financial Services Compensation Scheme ("FSCS") if we or your insurer cannot meet our or its financial obligations to you. This depends on the type of insurance we have arranged for you, certain eligibility criteria, and the circumstances of the claim.
- 17.2 For example, the FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, ships liability, and credit.

- 17.3 Whether you are entitled to FSCS compensation will be subject to the relevant eligibility criteria.
- 17.4 Further information about the compensation scheme arrangements available from the FSCS and whether you would be eligible for FSCS compensation is available from the FSCS website at www.fscs.org.uk or by calling the FSCS on 0800 678 1100 (or +44 20 7741 4100 from overseas).

18. Limitation / Exclusion of liability

- 18.1 Our liability for losses suffered by you as a consequence of us performing our services negligently is limited in all circumstances to £10,000,000 in aggregate (for all claims made).
- 18.2 For any other claim arising out of our performance or non-performance of the services, our liability (whether in contract, negligence (including, without limitation, tort) or otherwise) is limited to the amount of fees which we have received in respect of the insurance policy to which the claim relates.
- 18.3 We will not be liable (whether in contract, negligence (including, without limitation, tort) or otherwise) for any indirect losses or for any loss of profit, loss of business, loss of data, loss of anticipated savings, fines, compensation or additional borrowing, whether such losses are direct or indirect.
- 18.4 The duties and responsibilities owed to you by us under these Terms, are solely and exclusively owed to you by us. No employee of ours shall owe you any personal duty of care or be liable to you for any loss or damage, howsoever arising, as a consequence of the acts or omissions of such employee (including negligent acts or omissions), save to the extent that such loss or damage is caused by the fraud, dishonesty, wilful misconduct, or unauthorised conduct on the part of such employee. This paragraph 18 is intended to be enforceable by and for the benefit of our employees.
- 18.5 Nothing in this paragraph 18 will exclude or limit our liability for death or personal injury caused by our negligence or for loss caused by our fraud, wilful misrepresentation, or breach of the regulatory obligations we owe to you.

19. Termination of these Terms

- 19.1 You or we may terminate our authority to act on your behalf by providing at least 30 days' notice in writing (or such other period we agree).
- 19.2 If you cancel or fail to renew your insurance, these Terms will terminate unless we have agreed to continue to provide claims administration services in which event these Terms will continue to apply to the provision of those services.

- 19.3 We may terminate these Terms on immediate notice in writing to you:
- if you are in material breach of any of these Terms;
 - if you fail to pay any premium, fee or any other sum owed by you to us, by the date on which it falls due;
 - if you breach any regulation or law or, by your act or omission, cause us to breach any regulation or law, or to be subject to any fine, sanction, penalty or censure imposed by a regulatory body or to be subject to the threat of any such fine, sanction, penalty, or censure;
 - any regulatory body having jurisdiction over us or you requires these Terms to be terminated;
 - upon your bankruptcy, insolvency or receivership; upon your entering into a voluntary arrangement with your creditors; where you are a partnership, upon the dissolution of the partnership or death of a partner; or upon the presentation of a petition for your winding up; or where you are an individual, on your death; or
 - if you become subject to a change of control. For the purposes of this paragraph, there is a change of control if there is a change in the person that is able to exercise control over you where “control” has the meaning given in section 1124 of the Corporation Taxes Act 2010.
- 19.4 If we consider that we cannot act for you (or continue to act for you) because we reasonably believe that to do so could breach any laws, regulations, sanctions, or professional rules, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.
- 19.5 On termination of these Terms for any reason:
- any transactions already initiated by you will be completed according to these Terms unless we agree otherwise in writing;
 - you will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain in full any and all commission and/or fees payable in relation to insurance cover placed by us prior to the date of termination; and
 - termination is without prejudice to any rights that have accrued under these Terms or any other rights or remedies.
- 19.6 Termination of these Terms for any reason shall not affect the continuance in force of any provision which is expressly or by implication intended to continue in force after termination.

20. No waiver or amendments and our right to assign

- 20.1 Any delay on our part in enforcing any of our rights under these Terms, either in whole or in part, will not be deemed to be a waiver by us of such rights.
- 20.2 Neither we nor you may amend these Terms at any time during the period of your insurance unless we both agree to any such changes or unless they are required to reflect a change of applicable law or regulation, in which case we may make amendments to these Terms and they will be deemed to be accepted by you. Whenever possible, we will provide at least one month’s written notice to you before any such changes take effect.

- 20.3 We may freely transfer, assign, sub-contract, dispose of, or delegate all or any part of these Terms and/or the services provided under these Terms to any third party. In the event that we transfer, assign, sub-contract, or delegate all, or any part, of these Terms to a third party, your rights under these Terms will not be adversely affected.
- 20.4 You shall not be entitled to assign any of your rights, or sub-contract any of your obligations, under these Terms except with our prior written consent.

21. Insurer solvency

We monitor insurer solvency on an ongoing basis and endeavour to place business with insurers with adequate levels of financial solvency. However, we cannot guarantee the solvency of any insurer and shall not be liable for losses suffered by you in the event of the insolvency of an insurer.

22. How to contact us

If you need to contact us, please do so using the details on the covering letter or report that accompanies these Terms.

23. Third party rights

Except as stated in paragraph 18 and except for a member of the Ardonagh Group, a person who is not party to these Terms, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any of the Terms contained in these Terms.

24. Severability

The invalidity, illegality, or unenforceability of any of the provisions of these Terms will not affect the validity, legality, or enforceability of the remaining provisions in these Terms.

25. Governing law

These Terms will be governed and construed in accordance with the law of England and Wales and any dispute arising under it, or in connection with it, shall be subject to the exclusive jurisdiction of the English and Welsh courts.



Mr David Bidgway
Bodmin Town Council
Shire Hall
Mount Folly Square
Bodmin
Cornwall
PL31 2DQ

Our Ref: 79816777

Cyber Package Policy

Quote Ref: 636973830

01 February 2024

Dear Mr Bidgway,

Your Cyber Package Insurance Quotation

Thank you for taking the time to get a Cyber Package insurance quote with us. Below is a summary of your recommended quote based on the information you have provided. We have also attached more details outlining the cover we will provide you when you take out a policy with us. It is important that you read all the information provided to make sure the quotation meets your requirements. If you have any queries, please contact us.

Your Recommended Quotation - available for 30 days

Cyber Package Annual Premium	£2,220.00
Insurance Premium Tax @12.00%	£266.40
Underwriting Fee	£150.00
Total	£2,636.40

Direct Debit Option

If you choose to pay by Direct Debit your first monthly amount will be £478.98, followed by 5 payments of £473.98, including an instalment charge of 7.87% (APR 15.60 %). The total amount payable is £2,848.88. Please note that your agreement will be subject to a facility fee of £5.00 which will be included within the first instalment. Please refer to the enclosed Towergate Premium Instalment Plan information for further details on terms and conditions.

Towergate Insurance Brokers

Suite 2a, Gateway Business Centre, Barncoose Gateway Park,
Redruth, Cornwall TR15 3RQ

Tel: **01209 200 727** Email: **redruth@towergate.co.uk**

www.towergate.com

Towergate Insurance Brokers is a trading name of Advisory Insurance Brokers Limited.
Registered in England No. 4043759. Authorised and regulated by the Financial Conduct Authority.
Registered address: 2 Minster Court, Mincing Lane, London EC3R 7PD.



Mid-Term Adjustments and Cancellations

During the term of your policy we will charge £22.50 for any mid-term changes to your policy and a fee of £65 will be charged at cancellation of any insurance contract (other than at the insurance contract expiry date). This is in addition to all other charges imposed by the Insurers or specified in our current Terms of Business. Any other charges will be discussed and agreed before being made. Our fees/commission are non-refundable even if you cancel your policy.

We have recorded your chosen method of communication about your policy documentation as being by electronic medium. Please contact us if this is not correct or should you ever wish to change your preferences.

Next steps

Our helpful team is ready to take your call. Call us on 01209 200727 and we will:

- Answer any questions you have about your quote
- Amend your quote if you require any additions/omissions to be made
- Set up your policy and arrange payment (details of the payment options can be found in the following pages)

We look forward to hearing from you.

Yours sincerely,

[Redacted Signature]

Account Handler

Towergate

Direct Dial: 01209 [Redacted]

Email: [Redacted]

Added Value Products & Services

We are pleased to offer a wide range of added value products & services, if you do not already incorporate these as part of your insurance and risk programme, please click the product or service title below to find out more:



TOWERGATE ASSIST

Covers the costs of an independent loss adjuster to help with the preparation, negotiation and settlement of property claims, ensuring the process is quick, fair and without undue stress.



CYBER & CRIME

With Cyber Crime attacks becoming ever more widespread and sophisticated, you need to be sure your business has the right protection and specialist support.



TERRORISM & POLITICAL VIOLENCE

Cover against business losses arising from political violence and terrorism, including compensation for physical damage, business interruption and reputational damage.



VALUATION SERVICES

With 77% of UK commercial properties underinsured by 45%, we help ensure that your Assets and Business Interruption exposures aren't another statistic.



WWW.TOWERGATERISKMANAGEMENT.COM

Online portal covering Health & Safety, Business Continuity, Employment Law, plus an 'ask the expert' service and 15 accredited eLearning modules.



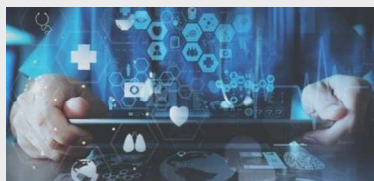
CREDIT

Bad debts kill business. Our specialist team offer expert advice on credit management and risk analysis, alongside access to a broad range of products.



TAX HEALTH CHECK

Free tax health check service which will confirm if businesses are due any tax rebate or relief relating to business rates, capital allowance or research and development costs.



HEALTH & EMPLOYEE BENEFITS

Tailored benefit packages that are great for employees and invaluable for business. After all, if everyone is healthy, optimum productivity and profitability are too.



PRIVATE CLIENTS

Protecting the wealth and possessions shouldn't get in the way of your enjoyment of them. We aim to give you maximum peace of mind and ensure life runs smoothly.



MANAGEMENT LIABILITY

Protecting Directors and Officers against Personal Liability and companies against Employment Practices Liability arising from their business.



LEGAL EXPENSES

With our Towergate Legal Expense solution, you will have a multi-award-winning Insurer in your corner, providing a range of cover from Contract Disputes to Employment Law.



EXCESS OF LOSS

Ensure your liability exposure is not left underinsured

If you wish to include any of these or if you require further information, please contact us.

Our Understanding of your Demands and Needs

We understand that your business description is:

- Bodmin Town Council

and that you require cover to protect:

Cyber Incident Response

Incident Response Costs

Legal and Regulatory Costs

IT Security and Forensic Costs

Crisis Communication Costs

Privacy Breach Management Costs

Third Party Privacy Breach Management Costs

Post Breach Remediation Costs

Cyber Crime

Funds Transfer Fraud

Theft of Funds Held in Escrow

Theft of Personal Funds

Extortion

Corporate Identity Theft

Telephone Hacking

Push Payment Fraud

Unauthorised Use of Computer Resources

System Damage and Business Interruption

System Damage and Rectification Costs

Direct Loss of Profits and Increased Cost of Working

Additional Increased Cost of Working

Dependent Business Interruption

Consequential Reputational Harm

Claim Preparation Costs

Hardware Replacement Costs

Network Security and Privacy Liability

Network Security Liability

Privacy Liability

Management Liability

Regulatory Fines

PCL Fines, Penalties and Assessments

Media Liability

Defamation

Intellectual Property Rights Infringement

Court Attendance Costs

and you wish to purchase a policy to fulfil these requirements.

Our Personal Recommendation

Based on the information provided by you, we have assessed the levels of cover and additional options you have requested.

We recommend this policy with CFC Underwriting Ltd as, unless we have advised otherwise in this letter, we believe it meets your requested cover requirements, up to the limits which are detailed within your policy documents.

Document Review

Please review the attached documents to ensure that the insurance policy satisfies your insurance requirements, and let us know if there are inaccuracies, or if it doesn't meet your requirements in any way. If you require advice on any aspect of cover, or the relevance of the cover to meet your needs, please contact us.

You should make one final check that your declared values / sums insured / limits of indemnity are adequate as claims payments could be affected if any sums insured are too low.

We would like to highlight some elements of your cover below:

Summary of Cover

Scope of Cover

Section 1:	Cyber
Section 2:	Business Interruption
Section 3:	Voice/Telephony
Section 4:	Crime
Section 5:	Hardware

Client details

Number of Employees	35
---------------------	----

Section 1: Cyber

Limit of Indemnity

£ 2,000,000

Excess

£ 2,500

Section 2: Business Interruption

Cover

Compensation for loss of income.

Sum Insured

£ 2,000,000.00

Indemnity Period

12 Months

Section 3: Voice/Telephony

Cover

Cover for Voice/Telephone hacking.

Limit of Indemnity

£ 2,000,000

Excess

£ 2,500

Section 4: Crime

Cover

Cover for theft, fraud or dishonesty by your employees or by third parties.

Limit of Indemnity

£ 250,000

Excess

£ 2,500

Section 5: Hardware

Sums Insured

Static computer equipment

35

General Clauses/Information

Deductible

£2,500

Post Breach Remediation Costs / Claim Preparation Costs / Court Attendance Costs £0

Endorsements

N/A

Requirements we have not met

None

IMPORTANT

For the full wordings of special conditions, exclusions, limitations and all other conditions, please refer to the Policy Document and Schedule. Most policies contain certain conditions, sometimes called warranties or subjectivities. All warranties will become 'suspensive conditions'. This means that cover is suspended for the period during which the warranty is not complied with and means that an insurer will be liable for losses that take place after a breach of warranty has been remedied, assuming that a remedy is possible. Failure to comply with a condition of your policy can result in a claim not being paid, or only part paid. The Insurer cannot only reject your claim but in certain circumstances void the policy as a whole.

Fair Presentation

It is important that you tell us everything about you and what you want to insure, including any specific concerns that led you to seek cover.

The law requires that you make a "fair presentation" of the risk to insurers. To do this you need to undertake a reasonable search for and disclose all information that may be material to the insurance, including by making specific enquiries of Partners, Directors and Senior Management involved in the business and its subsidiaries and other people inside and outside your organisation who may have material information, and to answer all the questions we ask you accurately and to the best of your knowledge and ability.

You must tell us of anything that may be relevant or important for insurers to know so that they can make decisions on whether to offer cover, the type of cover to offer, the terms to be applied and the required premium. If you don't do this and a relevant piece of information is missed then your cover may be prejudiced or become void, you may be charged a higher premium or have claims reduced or not paid at all.

By way of example only, you should inform us of the following:

- The financial history of the proposer (including senior management and those involved in arranging the insurances), director or partner of the business (including any subsidiaries) – personally or in any business capacity. Areas to disclose include prior convictions (excluding motoring convictions and those spent under the Rehabilitation of Offenders Act),

bankruptcy/liquidations/voluntary arrangements, previously had an insurance policy voided/cancelled/declined, County Court Judgements (or Scottish equivalent)

- Any different, special or any unusual aspects of your business activities in comparison to what would be considered 'typical' for your trade, business or profession.
- If anything changes from what you have previously advised to us

If you are in any doubt or need further information, please tell us or speak to your usual contacts

Our Insurance placement approach

The following information tells you how we have selected your insurances and who we act for at various key stages of the life of the policy.

For the following insurance(s) we will/have provided a personal recommendation based on your Demands and Needs and a fair and personal analysis of the market.	Cyber Package
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The following information is in relation to who we act for at various key stages of the life of the policy for the insurance(s) we have arranged

Sourcing the contract

When sourcing an insurance policy which meets your demands and needs, we act as your agent.

Placing the insurance contract

When arranging the insurance policy with the relevant insurer, we act as your agent

Handling claims

If you have a claim on the policy, any assistance we give you will be provided as your agent.

How to Pay

Paying for your premium can be done in several easy ways

Direct Debit

Setting up your direct debit payments is done in one simple phone call. Call us and we will arrange this for you. Subject to PCL approving your application they will send you a letter which will include confirmation of your payments along with a credit agreement detailing PCL's terms and conditions with you. It is important you return this credit agreement or acknowledge the agreement online. Full details of how to do this can be found in your welcome letter.

Debit or Credit Card

If you wish to pay in one up-front payment by debit or credit card, please contact your insurance adviser by phone. No charge is made for payment by credit or debit card. We are unfortunately unable to accept American Express cards.

Direct Bank Transfer

Paying by direct bank transfer is easy and means you don't incur any additional charges. Please send your payment to our client bank account:

BACS To: AIBL West Country Client NST Acc
Sort Code: 30-80-12
Account: 15606768
IBAN No: GB23LOYD30801215606768
IBAN BIC CODE: LOYDGB21F09
Remittance To: iba.cashbooks@towergate.co.uk
Vat Registration Number: 447284724

Please ensure that you include the reference 79816777 in your payment details to identify your payment to us.

Other Payment Methods

Should you be unable to pay by one of the methods shown above, please contact your Account Handler or Account Executive on the telephone number shown at the foot of this letter to discuss alternative options.

Documents Enclosed

Quote Schedule	This details the basis of your insurance quotation including property insured, sections covered, sums insured, excesses and any endorsements that apply.
Application Form	This details the information supplied by you to enable the premium to be calculated and the correct terms and endorsements applied to your policy. If any of the information on this document is incorrect you must notify us immediately.
Summary of Cover Key Facts/Policy Summary	This summarises the key features and exclusions of your policy
Important Information Document & Terms of Business	By taking out this insurance policy you are entering into a contract with us. This document provides the terms and conditions between you and us, information about us, our services and costs, your rights and how to exercise them.
Towergate Premium Instalment Plan - Need to Know Document	This document outlines important key features concerning how your insurance premium is arranged through our finance provider, Premium Credit Limited (PCL)

IMPORTANT: Please ensure you read all documentation and contact us immediately should you have any queries

TOWERGATE PREMIUM INSTALMENT PLAN

What you need to know...

You have received this document as we have offered you the option to pay your premium in instalments.

Towergate works exclusively with Premium Credit Limited (PCL) to provide your instalment plan.	
What does this mean? <ul style="list-style-type: none">✓ Towergate acts as a Credit Broker and we are not the actual lender; the lender is Premium Credit Limited.✓ Your premium instalment plan is funded by a credit agreement, so we can offer you one simple method of payment for one or more products you may have with us.✓ You are always free to choose how you pay for any products you have with us. If you would prefer to pay in a different way, either now or later, then please get in touch with us as soon as possible.✓ We will not charge you a fee for introducing you to PCL, but we do receive commission as a percentage of the total annual amount of credit financed from PCL directly. You can request details of this at any time.	Are there any restrictions in your service? <ul style="list-style-type: none">✓ As we only work exclusively with PCL, we are only able to offer you information about this option.✓ In some cases, insurers may provide their own instalment plan for a product and where this is the case, we will do our best to notify you of this and provide details of their plan to you.✓ We cannot advise or recommend if this is the payment option most suited to you and you must take the time to ensure it is appropriate to your needs and regular payments are affordable.

Your regular payment commitments and fees and charges applying under PCL's credit agreement.	
What does this mean? <ul style="list-style-type: none">✓ Charges for using the PCL facility are shown in the next section. You will also receive an individual payment plan from PCL.✓ You will also be advised of the APR to enable you to consider costs of credit relative to other forms of credit you may have access to.✓ Fees and charges may change at each renewal. You should check when renewing your policy that the terms remain appropriate for your needs.✓ If this is a new agreement, you have within a 14-day period to change your mind and withdraw from the agreement without penalty. After this time, additional fees will be incurred.	What are PCL's charges under the credit agreement? <ul style="list-style-type: none">✓ PCL will apply a charge for providing a Payment Instalment Facility, this is shown as the 'Transaction Fee' and the amount will be detailed in our Payment Schedule together with a representative Annual Percentage Rate (APR). The Transaction Fee is calculated as a percentage of the loan amount.✓ Facility Fee of £5 is added to your first instalment at new business and any subsequent renewal if amount funded is £100 or more.✓ Changing your payment date is possible and if this is requested after the first instalment has been collected, no charge will apply.✓ Not returning your signed credit agreement within 27 calendar days of receipt will result in a charge of £25.✓ Failure to make a payment when due - £25 for each missed monthly instalment✓ There are no early repayment or cancellation fees or charges

The application process and how your information will be used as part of this process.	
<p>How will my application be assessed?</p> <ul style="list-style-type: none"> ✓ Credit is always subject to financial circumstances and status. ✓ You should inform us and PCL of any particular difficulties you may foresee in making repayments during the contract. ✓ In order to enter into PCL's credit agreement, you must be resident in the UK, aged 18 years or over, hold a bank or building society current account which can support Direct Debit payments and have not been declared bankrupt. ✓ PCL may use a credit reference agency that leaves a record of the search or obtain further information about you (or your business, if applicable) to carry out credit worthiness checks and other checks required by law. ✓ PCL are able to provide you with details of any credit reference agency consulted, should this information be required. 	<p>How will my data be handled as part of this process?</p> <p>Your personal information, including bank details will be passed onto PCL in order to set up and manage your instalment plan with you.</p> <ul style="list-style-type: none"> ✓ PCL may provide periodic updates to us in order that we can monitor their service and they inform us of any difficulties you may have in making payment so we can take steps to ensure your cover remains in force. ✓ Unless you inform Towergate or PCL otherwise, PCL will mostly communicate with you in an electronic format, using either your email address or their online portal; this will also allow you to sign your credit agreement electronically and manage your plan; reducing paper and supporting PCL's environmentally friendly approach. ✓ If you have any objections or concerns regarding the way in which your data is handled or the credit checks undertaken, then please contact us or PCL at any time.
How will my insurance policy impact my credit agreement with PCL?	
<p>Changes to your policy.</p> <ul style="list-style-type: none"> ✓ If you make a mid-term change to your policy, we will always inform you of the change in insurance premium and any associated insurance charges. ✓ Most changes to your insurance premium can also be accommodated within the credit agreement and if you select this option PCL will send you a revised payment schedule up to your renewal. ✓ If you would prefer to pay any additional premium in a one-off payment instead, then please let us know at the time of making the change. ✓ If you change insurance brokers, please inform us and PCL as soon as possible. If your new broker has an arrangement with PCL, they may be able to continue your plan with you. If this is not the case, then PCL may require you to repay any outstanding balances relating to your existing insurance Policies within 14 days. 	<p>Your credit when your insurance renews.</p> <ul style="list-style-type: none"> ✓ Unless you advise us ahead of renewal, your instalment plan with PCL will always continue. ✓ However, as the interest rate/APR%, fees and charges can change, please check your renewal documentation to ensure these remain appropriate for you. ✓ Please contact us ahead of the renewal date if you would prefer to pay by an alternative method to avoid paying any charges applicable under the credit agreement.

Failure to make payment when required and useful information about PCL and their credit agreement.

What if I fail to make payment when due? <ul style="list-style-type: none">✓ Please contact PCL immediately if you are having payment difficulties or think that your payment may not be made as planned. PCL are best placed to discuss any suitable options with you, which could avoid additional charges or more serious consequences.✓ Non-payment may mean that your agreement is terminated and must pay the full outstanding balance.✓ If you continue not to pay, legal proceedings may be taken against you incurring additional costs, charges and possibly leading to a County Court Judgment (a CCJ).✓ Non-payment may be reported to credit reference agencies which can adversely affect your credit rating and you may find it more difficult to obtain credit, insurance or other products in the future.✓ Towergate will also be advised if you miss your payments, this may result in the cancellation of any Insurance Policies financed using PCL.✓ Any refund of premium arising from the cancellation of your insurance policy will be used to repay any monies you owe PCL or, where we have paid PCL, any monies you owe us.✓ We may take separate action against you to recover any shortfall relating to your insurance premiums and associated charges.	What if I need to contact PCL directly? <ul style="list-style-type: none">✓ You can contact PCL at any time should you wish to clarify any details of their credit agreement or have any questions or concerns you may wish to raise about their service, for ease their details are below: PCL Address - Operations Centre, Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX Telephone Number - 0344 736 9836 Website - www.premiumcredit.co.uk PCL is also authorised and regulated by the Financial Conduct Authority (FCA), their status can be checked by visiting the FCA website (https://register.fca.org.uk/) and their credit agreement is subject to English Law.
<p style="text-align: center;"><u>Other Important Information</u></p> <p style="text-align: center;">In the event of insurer insolvency, PCL may use any money received from the Financial Services Compensation Scheme (FSCS) to repay all or part of any outstanding balance due under the credit agreement.</p> <p style="text-align: center;">If you have any questions or queries, please do not hesitate to contact your Towergate representative.</p>	



Our service terms

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Important Information and Terms of Business

1. What this document is for

- 1.1 This document sets out the terms on which we agree to act for you when we are instructed to provide services to you. We will refer to it as the “Terms”.
- 1.2 A “Consumer” is a customer that is an individual who enters into an insurance contract wholly or mainly for purposes unrelated to their trade, business or profession. A “Commercial Customer” is a customer who is not a Consumer. For the purpose of these Terms, you are a Commercial Customer.
- 1.3 In the absence of your express acceptance of these Terms, if you continue to instruct us to provide services to you, we shall be entitled to treat the provision of such instructions as your agreement to be bound by these Terms.
- 1.4 If you do not wish to be bound by these Terms then you should not instruct us to set up, renew or otherwise deal with your insurance needs.
- 1.5 We recommend that for your own benefit and protection you should read these Terms carefully as they contain details of our statutory and regulatory responsibilities and your contractual obligations. It is a legal document, but we have tried to make it as easy to read as possible. If there is anything in these Terms that you do not understand please ask us for further information.
- 1.6 These Terms replace all proposals and prior discussions and representations, whether oral or written, between us relating to our appointment as your agent in connection with the setting up and managing of your insurance.

2. Who we are

- 2.1 In these Terms references to “we” or “us” are to the firm whose details are set out in the covering letter or report that accompanies these Terms. We are an independent insurance intermediary – this means we are not owned by an insurer, and we do not insure you, but work as the link between you and the insurer to set up your insurance.
- 2.2 We are part of the Ardonagh Group (www.ardonagh.com).
- 2.3 We are authorised and regulated by the Financial Conduct Authority (“FCA”). Our details can be found on the covering letter that accompanies these Terms and can be checked on the FCA Register at the FCA website <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.
- 2.4 Our FCA authorisations mean that we are allowed to:

- recommend insurance policies;
 - set up insurance policies;
 - assist with the managing of insurance policies,
 - all in connection with general insurance; and
 - act as a credit broker for introducing customers who wish to pay for their premiums by monthly instalments to lenders or other finance providers.
- 2.5 Certain parts of the Ardonagh Group act as a managing general agent. This means that parts of the Group have been given authority from insurers to perform a range of services on their behalf and for these services we may receive commission and/or fees from those insurers. These services can include the managing of insurance policies, the handling of claims for certain classes of business and, in some instances, agreeing and issuing insurance contracts on behalf of those insurers.
- 2.6 The Ardonagh Group also includes business units which act in the capacity of manufacturer/co-manufacturer including pricing, design or development of insurance policies on behalf of insurers. Such products may be marketed as products of the Ardonagh Group, but will always be placed with an insurer outside of the Ardonagh Group.

3. The services we offer

- 3.1 Our services will normally include:
- assessing your insurance needs;
 - recommending an insurance solution to meet those needs;
 - on your instructions, setting up insurance cover with insurers; issuing policy documentation to you;
 - helping you with any ongoing changes you wish to make to your insurance; and/or
 - helping you make a claim.
- 3.2 We will try to ensure that the products or services we offer you match your stated requirements. We will try to identify your insurance needs based upon information which you provide to us. If we cannot match your requirements, we will explain the differences in the product or service we can offer you and will aim to provide you with enough information so you can make an informed decision about your insurance. Where we are not providing advice or a recommendation, we may ask you some questions to narrow down the selection of products we will provide details on. You will then need to make your own choice about how to proceed.
- 3.3 We will explain the main features of the products and services we offer you, including details of the insurer, the main details and benefits of cover, any unusual restrictions or exclusions, any significant conditions or obligations which you must meet, and the period of cover.
- 3.4 If you need extra time to consider the products or services we have offered you, we will try to:

- confirm how long you have to accept the insurance on the terms we have offered;
- give you a written quote if you request one, including all the information we believe you need to make an informed decision; and/or
- provide you with a sample policy if you ask for one.

3.5 We might provide some of the services through other members of the Ardonagh Group.

4. What we charge and how we get paid

- 4.1 We may receive remuneration in respect of the placement, or renewal, of your insurance in the form of fees paid by you, in addition to the premium and/or commission agreed with insurers and forming part of the premium paid by you.
- 4.2 We will provide you with information on the nature and amount of the fees we charge before placing, or renewing, your policy, and will also on request provide details of the commission we earn for that placement or renewal.
- 4.3 We may also charge you an administration fee for making a change to, or for cancelling, your insurance policy. The amount of such fee will be confirmed in writing to you prior to the change to your policy being made or cancellation of your policy.

Additional services

- 4.4 We may carry out services other than the placement, renewal, administration or cancellation of your insurance. Where we have agreed with you to provide such additional services, we shall be entitled to charge a fee. The amount of such fee will be confirmed in writing to you prior to such service being provided.
- 4.5 We shall also be entitled to charge travelling or other expenses where the additional services are performed other than at our offices. Unless otherwise stated by us in writing, any fees or expenses payable to us shall be exclusive of VAT and, and if applicable, shall be payable by you in addition to such fees and expenses.

Other earnings

- 4.6 We may receive payments from insurers with whom we have arranged your insurance or from other third parties in connection with the insurance arranged for you, including:
- where agreed by the insurers, we will obtain additional payments or fees from them for services we provide for them which are unconnected with any specific customer transaction;
 - if the type of policy we sell reaches the specific sales and/or profitability targets set by the insurers, they may also pay us an additional bonus;
 - referral fees where you have agreed to additional third party services (including, without limitation, valuation services), which are related to the

insurance set up for you, and where such fees have been agreed by those providers;

- where you have taken out a finance agreement to pay for your insurance policy, commission from the lender which will usually be calculated as a percentage of the total annual amount of credit financed; and
- interest and investment returns when we temporarily hold money on behalf of you or the insurer.

4.7 Where our underwriting division or another Ardonagh Group company are involved in placing and/or servicing your insurance business, the remuneration which we or they receive in connection with such services is separate from the commission or fees which we receive as your broker. For the avoidance of any doubt any remuneration received by our underwriting division or such other Ardonagh Group company in connection with such services shall be retained by our underwriting division or such other Ardonagh Group company. Further, where we have agreed in writing to waive the commission or fees which we would have received as your broker, such waiver shall not apply to remuneration earned by our underwriting division or such other Ardonagh Group company.

4.8 You have a right to request information regarding any payment that we may have received by setting up and renewing each of your insurance policies. For contact information, please use the contact details on the letter or report that accompanies these Terms.

Our fees & commission are non-refundable even if you cancel your insurance policy.

4.9 Unless otherwise stated in writing by us prior to placing or renewing your insurance policy, we will be entitled to retain all fee and/or commission payments made to us, and claim from you any unpaid fees and/or commission we earn, in relation to your insurance policy including any commission resulting from any additional premium payable during your cover period. The circumstances in which this applies includes where the actual period of insurance is less than the full term, or you terminate these Terms before the expiry of any policy arranged by us on your behalf.

5. Your disclosure responsibilities

- 5.1 It is important that you tell us everything about you and what you want to insure, including any specific concerns that led you to seek cover.
- 5.2 The law requires that you make a “fair presentation” of the risk to insurers. To do this you need to undertake a reasonable search for and disclose all information that may be material to the insurance. This includes, but is not limited to, making specific enquiries of partners, directors and senior management involved in the business and its subsidiaries, and other people inside and outside your organisation who may have material information, and to answer all the questions we ask you accurately and to the best of your knowledge and ability.
- 5.3 You must tell us of anything that may be relevant or important for insurers to know so that they can make decisions on whether to offer cover, the type of cover to offer, the terms to be applied and the required premium. If you don’t do this and a relevant piece of information is missed then your cover may be prejudiced or

become void, you may be charged a higher premium, or have claims reduced or not paid at all.

- 5.4 For example, you are required to inform us of any different, special or any unusual aspects of your business activities in comparison to what would be considered 'typical' for your trade, business or profession. Also, if anything changes from what you have previously advised to us you are required to let us know so that your insurers can be advised.
- 5.5 If you are in any doubt or need further information please tell us or speak to your usual Towergate contacts (see "How to contact us" at paragraph 23 below).

6. Paying for your insurance policy in full

- 6.1 Unless you arrange to pay for your insurance policy by monthly instalments (see paragraph 7), our payment terms are as follows:
new policies – full payment of premium and fees on or before the start date of the insurance policy; mid-term adjustments to existing policies – full payment of any additional premium and fees on or before the date the change applies from; and renewals – full payment of premium and fees before the renewal date.
- 6.2 We normally accept payment by bank transfer, debit or credit card, or monthly instalments. If we haven't already given you the relevant details, they are available on request.
- 6.3 If you fail to pay any premium or other fees due within the payment terms, your insurance policy may be cancelled from the start date or renewal date (as relevant) and any claims submitted may be rejected. Where you still owe payments, you will also be liable for any extra costs incurred to recover the outstanding amount owed.

7. Paying for your insurance policy in instalments

- 7.1 We cannot advise or recommend how you should pay for the insurance policies we arrange for you, but you may prefer to pay for your insurance in instalments as part of a credit agreement. We can offer you the option to do this through a third-party provider.
- 7.2 Any third party finance provider is not part of the Ardonagh Group but is a separate entity authorised and regulated by the Financial Conduct Authority. If you do choose to pay your premium by instalments we will provide you with further information about your credit agreement and other important information within a document headed "YOUR PREMIUM INSTALMENT PLAN – What you need to know". Every effort will always be made to provide you with enough information, but please contact us if we can clarify anything for you.
- 7.3 We will only pass your details to a third party finance provider if you give us an instruction to do so. If your application for credit is accepted, you will receive a welcome letter, pre-contractual information, and a credit agreement. It is important to take the time to read the information sent by the third party finance provider and if you have any questions about the agreement you can contact us or the provider

directly.

- 7.4 Where you are paying for your insurance by instalments as part of a credit agreement and an instalment payment is not received on or before the date when it is due to be paid, you agree that if we are instructed to do so by the third party finance provider, we may on your behalf instruct the insurer to cancel your insurance policy (or where the first instalment payment has not been received, notify the insurer that the insurance policy has not been taken up). You also agree that we may offset any refund of premium which may be received against any money which you owe to us and/or to the premium finance provider under your credit agreement with it. In such circumstances you will remain liable for any sums due in respect of the time your insurance policy is in place or for any other charges that may arise. You will also be responsible for putting in place any alternative insurance.

8. Cancelling or making mid-term changes to your insurance policy

- 8.1 Please note that cancellation rights vary between insurers and you should check your policy documentation if you are considering cancelling your policy. To exercise your right of cancellation, you can contact us either by telephone, email or letter, in each case in the manner and within the time limits set out in your policy documentation. If you exercise your right to cancel your policy your insurer will, as a minimum, charge you for the period during which you were covered, and other charges (such as an administration fee) may be applied to cover the insurer's and our costs in arranging the cancelled policy.
- 8.2 Be aware that some insurers do not offer any refund of premiums for cancelled policies.
- 8.3 Where you cancel your policy or where you request a mid-term adjustment which reduces the cover provided under the policy, we may charge you for our time and costs. This will result in us reducing any amount we refund to you by the full amount of the commission and fees we would have received had you not cancelled or amended your policy. This is because the majority of our costs are incurred either in initially finding and setting up your policy or in the annual renewal process when we might check the ongoing suitability of the cover the policy offers you. These costs are recovered through the commission or fees we earn. If you cancel your insurance policy, this does not give us an opportunity to recover the costs we incurred and would often result in us making a loss. However, any charge we make will not exceed the cost of the commission and fees that we would have earned. Where the amount of the refunded premium is less than £10 (per policy) we will retain such amount, but where a mid-term adjustment or cancellation charge is made we will set it off against such charge. This paragraph does not otherwise affect any cancellation/refund rights which you may have.

9. Making a claim or reporting a potential claim against your insurance policy

- 9.1 If you wish to make a claim or report a potential claim, please follow the instructions provided with your policy documentation, quoting your insurance policy number or other reference given to you.

- 9.2 If we need to be notified as well as, or instead of, your insurance company, we will have provided you with details and a telephone number at the time we sold you your insurance policy and/or in the documentation you received from us.
- 9.3 For some policies, insurers give us authority to act on their behalf in settling claims. In this case we will seek your permission for us to deal with such a claim.
- 9.4 It is essential that you notify us promptly if you find out about something that may mean a claim is made against your insurance policy. You must do this even if you do not believe you are responsible. If you do not tell us straight away your insurer might refuse to accept a claim. If you receive any communication making allegations which could mean a claim is made against your insurance policy, you must pass it to us immediately, without replying to the person who sent it.

10. Renewing your insurance policy

- 10.1 We will write to you before the end of your insurance policy explaining what you need to do and, if we can renew your insurance policy, we will send you details of the cost and terms.
- 10.2 We may automatically renew the insurance policy where you have given us authority to do this to make sure you remain continuously insured. If we do, we will use the payment method you have provided to us. You can ask us to stop taking payments automatically or change your payment method at any time by contacting us.
- 10.3 If you do not tell us that you do not want to renew your insurance policy through us, we may assume, that you need us to renew the policy to protect your interests relating to what you have insured. We are not under an obligation to renew your policy in these circumstances, but if we choose to do so, you will be liable to make payment to us and/or your insurer. In addition, if you pay for your insurance policy by direct debit or instalment payments, we will continue to accept payment from you unless and until you specifically notify us or your insurer that you wish to cancel your insurance policy.

11. How we hold your money

- 11.1 Premium(s) and any other monies we may hold on your behalf, for example refund premiums and claim cheques received from an insurer, will be held in trust (by us on your behalf, separately from our money) until they are paid by us to your insurer or to you. This may be a statutory or a non-statutory trust account operated in accordance with FCA CASS 5 rules. In some cases, we act on behalf of insurers and in these instances we hold money as insurer money (meaning it belongs to the insurer even while we're holding it). In these instances, we will hold any premiums that you pay to us as an agent of the insurer and these are treated as having been received directly by the insurer itself.
- 11.2 We will take commission earned from insurers in connection with your insurance only after we have received your premium or received it from a third party provider on your behalf, as applicable. This may occur before payment of the premium has

been made to the insurer depending on the terms of business we have agreed with the insurer.

- 11.3 Where we receive money on your behalf, for example refund premiums and claim cheques received from an insurer, we will deduct any amount you owe to us before making any payment to you.
- 11.4 Where we hold money in a non-statutory client money trust we may use the funds in that account as a short-term credit facility to fund another client's premium before it is received from that other client and/or to pay claims and premium refunds to another client before we receive the same from an insurer. We always ensure that the total funds held in the non-statutory trust account comply with the FCA rules to ensure you are protected from loss.
- 11.5 Occasionally, as part of the process of finding an insurance policy that suits your requirements, we may pass your premium to another insurance intermediary who will also be required to hold your money in trust until the premium is deemed to have been received by the relevant insurer.
- 11.6 This includes intermediaries outside the United Kingdom who would therefore be subject to different legal and regulatory regimes. In the event of a failure of the intermediary, this money may be treated in a different manner from that which would apply if the money were held by an intermediary in the United Kingdom. Please inform us if you do not agree to this.
- 11.7 We may deposit your money in an approved bank outside the United Kingdom who would therefore be subject to different legal and regulatory regimes. In the event of a failure of the bank, this money may be treated in a different manner from that which would apply if the money were held by a bank in the United Kingdom. Please inform us if you do not agree to this.
- 11.8 In accordance with the FCA rules, we may arrange to hold permitted designated investments with a value at least equivalent to the money that would otherwise have been paid into a separate client account. If we do this, we will be responsible for meeting any shortfall in our client money funds which is attributable to falls in the market value of those investments. Any interest earned on client money held by us and any investment returns on any segregated designated investments will be retained for our own use.
- 11.9 Between receiving any money from you and us passing it to insurers, and vice versa, we may remove it from the trust account in which it is held, to another account to earn interest or other investment income from it. In such an event the account in which it is placed will be set up with the same trust protection as the account from which it is removed. To improve the efficiency of our business and maintain the right protection to you we may wish to transfer your money between companies within the Ardonagh Group, including between entities that are regulated by the FCA. In such circumstances we may transfer any money we hold on your behalf to a new bank account with the same trust protections as the existing account to ensure that the protection afforded to your money always remains in place. If bank account details are changed, you will be advised.

12. Conflicts of interest

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Towergate Insurance Brokers is a trading name of Advisory Insurance Brokers Limited

Registered Office: 2 Minster Court, Mincing Lane, London, EC3R 7PD

Authorised and regulated by the Financial Conduct Authority

Version: October 2022

- 12.1 As an insurance broker we usually act for you. Circumstances may arise where we find that we have a conflict of interest, or otherwise have a material interest in or related to a matter in which we are acting. For example, we may be asked to act on behalf of an insurer in the appointment of a loss adjuster or we may find that the interests of two clients for whom we act conflict.
- 12.2 We have conflict management procedures and we seek to avoid conflicts of interest, but where a conflict is unavoidable we will explain the position to you and manage the situation in a way which is designed to avoid prejudice to any party.
- 12.3 The insurance market is complex and there could be other relationships not described here which might create conflicts of interest. Whatever the circumstances, we will act in your best interests. If a conflict arises for which there is no feasible solution, we will withdraw unless you wish us to continue to act for you, and you provide us with your written consent to that effect.

13. Confidential information

- 13.1 We and you will treat information received from the other relating to these Terms as confidential. Neither we nor you will disclose such information to any other person not entitled to receive it except as may be necessary to fulfil our respective obligations in relation to these Terms, and except as may be required by any applicable law or regulatory authority.
- 13.2 For the avoidance of doubt we shall be entitled to disclose such information relating to you (where necessary) as part of the normal course of our business, to insurers or reinsurers, actuaries, auditors, professional agents, advisers, investors, shareholders, a person considering the purchase of our shares or business, members of the Ardonagh Group, or to persons in order to provide our service to you.
- 13.3 This paragraph 13 will not apply to information which was rightfully in the possession of a party prior to these Terms or which is already public knowledge/becomes so at a future date (otherwise than as a result of a breach of this paragraph 13), or which is trivial or obvious.
- 13.4 Any breach by you of this paragraph 13 shall be considered a material breach for the purposes of paragraph 19.

14. Use of personal data

- 14.1 To the extent that any personal data is processed under or in connection with these Terms, we (Advisory Insurance Brokers Limited) are the controller of such personal data for the purposes of the applicable data protection law. We are part of the Ardonagh Group of companies, and we may share personal data you provide to us within the Ardonagh Group (see <http://www.ardonagh.com> for further details of the Ardonagh Group).
- 14.2 In connection with these Terms we (or the Ardonagh Group) will use personal data to:

- assess and provide the products or services that you have requested (which may include the performing of a search with a credit reference bureau or data enrichment services, where necessary);
- communicate in relation to servicing and administering your products;
- develop new products and services;
- undertake statistical, risk and data analysis to help us improve our services and products;
- contact customers about products that are closely related to those already held with us, or risk news and advice that is relevant to your business;
- provide additional assistance for these products or services; and
- notify important changes to products and functionality changes to our websites.

14.3 From time to time we may use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from the Ardonagh Group, subject to relevant marketing regulations and permissions. You may contact us to withdraw consent to these details of marketing, promotion opportunities or offers at any time.

14.4 When we process, store or disclose personal data in connection with these Terms (including in respect of any personal data belonging to a third party that you provide to us), as set out in our Privacy Policy (as described at paragraph [14.5](#) below) we:

- follow security procedures in line with industry practices;
- retain and process such personal data as long as and to the extent necessary for the purpose of complying with our obligations under these Terms and our regulatory obligations; and
- maintain appropriate technical and organisational measures (including data protection policies) to govern our use of and to protect such personal data.

14.5 Where you provide personal data belonging to a third party to us, you warrant that you have obtained the relevant authority and/or consent of that third party to provide such personal data to us for the purposes set out within these Terms. You should also ensure that the Privacy Policy (as described below) has been brought to the attention of the relevant third party. Full details of our processing activities are set out in the Advisory Insurance Brokers 'Fair Processing Notice' (also referred to as the "Privacy Policy") which can be accessed here:

<https://www.towergateinsurance.co.uk/fpn/advisory-insurance-brokers>

14.6 The Privacy Policy, amongst other things, explains:

- who we are;
- the types of personal data we process;
- how we process it and for what purposes;
- who we share it with; and
- how long we keep it for.

It also provides information about the rights of individuals whose personal data we process.

14.7 If you or any relevant individual are unable to access this URL, the details set out in our Privacy Policy can be obtained by contacting the address or telephone number indicated in any recent correspondence or emails you have received from us.

- 14.8 In the event you or any individual whose personal data we process is unhappy with how we or the Ardonagh Group is treating their personal data or have any general data protection queries, such queries and complaints should be sent to our Data Protection Officer. This can be done via email to advisorydataprotection@ardonagh.com or in writing to The Advisory Data Protection Officer, The Ardonagh Group, The Octagon, Colchester CO1 1TG, United Kingdom.

15. Financial crime

- 15.1 In providing our services to you, we will not engage in any activity which would breach any financial crime law, statute or regulation applicable to us. These include, but are not limited to, those relating to financial and economic sanctions, the facilitation of tax evasion, anti-bribery and corruption, anti-money laundering, and/or combatting the financing of terrorism.
- 15.2 We will not arrange any insurance or benefit or pay any claim which may result in us breaching any such laws, statutes or regulations. Where we reasonably believe that it is necessary or desirable, we may take certain actions including, but not limited to, ceasing to provide services to you, freezing funds held on behalf of you or a third party and/or passing on your details to relevant authorities or regulators. Where we reasonably believe that we are prohibited from doing so, we will not disclose the fact that we have taken such actions against you.
- 15.3 You will ensure that at all times you comply with all laws, statutes and regulations relating to any applicable financial crime law, statute or regulation. These include, but are not limited to, those relating to financial and economic sanctions, the facilitation of tax evasion, anti-bribery and corruption, anti-money laundering and/or combatting the financing of terrorism.
- 15.4 If you become aware of any issues in relation to this paragraph 15, you will notify us as soon as reasonably practicable.
- 15.5 Any breach by you of this paragraph 15 shall be considered a material breach for the purposes of paragraph 19.

16. Complaints and compensation

- 16.1 Our aim is to always provide a high standard of service to you. However, we recognise that things can go wrong occasionally and if this occurs we are committed to resolving matters promptly and fairly. If you wish to complain please contact us in any of the following ways using the contact details on the letter or report that accompanies these Terms:
- in writing (please mark your correspondence as 'Complaint');
 - by e-mail (please mark your correspondence as 'Complaint');
 - by telephone; or
 - in person.
- 16.2 In all cases please quote your insurance policy number or any other reference we

have given you.

- 16.3 We promptly acknowledge complaints. Our complaints procedure is available on request and will be provided to you when we acknowledge receipt of any complaint that you make to us.

Lloyd's insurance policyholders

- 16.4 If your insurance is provided by underwriters at Lloyd's we will confirm this to you when acknowledging your complaint. If you are unhappy with our response to your complaint, you may be entitled to refer the matter to the complaints team at Lloyd's. Lloyd's will investigate the matter and provide a final response. Full details of Lloyd's complaints procedures are available at www.lloyds.com/complaints.

The Financial Ombudsman Service

- 16.5 If you feel that we have not been able to resolve any matter to your satisfaction after our complaints process or if you are unhappy with our decision, or one provided by Lloyd's (where applicable) or if we did not complete our investigation and issue our final response letter within eight weeks, you may be entitled to refer your complaint to the Financial Ombudsman Service ("FOS") by post, phone or email.

Post: The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Phone: 0800 0234 567 or 0300 123 9 123

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

- 16.6 FOS is an independent and free service for settling disputes between businesses providing financial services and their customers. Your right to refer a complaint to FOS will depend on you meeting the relevant eligibility criteria. Further information on FOS and whether you would be eligible to refer your complaint to them can be found on its website at www.financial-ombudsman.org.uk.
- 16.7 If you live outside the United Kingdom or if you prefer not to deal directly with FOS, you may be able to refer your complaint to a local dispute resolution provider.
- 16.8 Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your right to legal action will not be affected.

17. Financial Services Compensation Scheme

- 17.1 You may be entitled to compensation from the Financial Services Compensation Scheme ("FSCS") if we or your insurer cannot meet our or its financial obligations to you. This depends on the type of insurance we have arranged for you, certain eligibility criteria, and the circumstances of the claim.
- 17.2 For example, the FSCS does not apply to the following types of insurance: aircraft, ships, goods in transit, aircraft liability, ships liability, and credit.

- 17.3 Whether you are entitled to FSCS compensation will be subject to the relevant eligibility criteria.
- 17.4 Further information about the compensation scheme arrangements available from the FSCS and whether you would be eligible for FSCS compensation is available from the FSCS website at www.fscs.org.uk or by calling the FSCS on 0800 678 1100 (or +44 20 7741 4100 from overseas).

18. Limitation / Exclusion of liability

- 18.1 Our liability for losses suffered by you as a consequence of us performing our services negligently is limited in all circumstances to £10,000,000 in aggregate (for all claims made).
- 18.2 For any other claim arising out of our performance or non-performance of the services, our liability (whether in contract, negligence (including, without limitation, tort) or otherwise) is limited to the amount of fees which we have received in respect of the insurance policy to which the claim relates.
- 18.3 We will not be liable (whether in contract, negligence (including, without limitation, tort) or otherwise) for any indirect losses or for any loss of profit, loss of business, loss of data, loss of anticipated savings, fines, compensation or additional borrowing, whether such losses are direct or indirect.
- 18.4 The duties and responsibilities owed to you by us under these Terms, are solely and exclusively owed to you by us. No employee of ours shall owe you any personal duty of care or be liable to you for any loss or damage, howsoever arising, as a consequence of the acts or omissions of such employee (including negligent acts or omissions), save to the extent that such loss or damage is caused by the fraud, dishonesty, wilful misconduct, or unauthorised conduct on the part of such employee. This paragraph 18 is intended to be enforceable by and for the benefit of our employees.
- 18.5 Nothing in this paragraph 18 will exclude or limit our liability for death or personal injury caused by our negligence or for loss caused by our fraud, wilful misrepresentation, or breach of the regulatory obligations we owe to you.

19. Termination of these Terms

- 19.1 You or we may terminate our authority to act on your behalf by providing at least 30 days' notice in writing (or such other period we agree).
- 19.2 If you cancel or fail to renew your insurance, these Terms will terminate unless we have agreed to continue to provide claims administration services in which event these Terms will continue to apply to the provision of those services.

- 19.3 We may terminate these Terms on immediate notice in writing to you:
- if you are in material breach of any of these Terms;
 - if you fail to pay any premium, fee or any other sum owed by you to us, by the date on which it falls due;
 - if you breach any regulation or law or, by your act or omission, cause us to breach any regulation or law, or to be subject to any fine, sanction, penalty or censure imposed by a regulatory body or to be subject to the threat of any such fine, sanction, penalty, or censure;
 - any regulatory body having jurisdiction over us or you requires these Terms to be terminated;
 - upon your bankruptcy, insolvency or receivership; upon your entering into a voluntary arrangement with your creditors; where you are a partnership, upon the dissolution of the partnership or death of a partner; or upon the presentation of a petition for your winding up; or where you are an individual, on your death; or
 - if you become subject to a change of control. For the purposes of this paragraph, there is a change of control if there is a change in the person that is able to exercise control over you where “control” has the meaning given in section 1124 of the Corporation Taxes Act 2010.
- 19.4 If we consider that we cannot act for you (or continue to act for you) because we reasonably believe that to do so could breach any laws, regulations, sanctions, or professional rules, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.
- 19.5 On termination of these Terms for any reason:
- any transactions already initiated by you will be completed according to these Terms unless we agree otherwise in writing;
 - you will remain liable to pay for any transactions or adjustments effective prior to termination and we shall be entitled to retain in full any and all commission and/or fees payable in relation to insurance cover placed by us prior to the date of termination; and
 - termination is without prejudice to any rights that have accrued under these Terms or any other rights or remedies.
- 19.6 Termination of these Terms for any reason shall not affect the continuance in force of any provision which is expressly or by implication intended to continue in force after termination.

20. No waiver or amendments and our right to assign

- 20.1 Any delay on our part in enforcing any of our rights under these Terms, either in whole or in part, will not be deemed to be a waiver by us of such rights.
- 20.2 Neither we nor you may amend these Terms at any time during the period of your insurance unless we both agree to any such changes or unless they are required to reflect a change of applicable law or regulation, in which case we may make amendments to these Terms and they will be deemed to be accepted by you. Whenever possible, we will provide at least one month’s written notice to you before any such changes take effect.

- 20.3 We may freely transfer, assign, sub-contract, dispose of, or delegate all or any part of these Terms and/or the services provided under these Terms to any third party. In the event that we transfer, assign, sub-contract, or delegate all, or any part, of these Terms to a third party, your rights under these Terms will not be adversely affected.
- 20.4 You shall not be entitled to assign any of your rights, or sub-contract any of your obligations, under these Terms except with our prior written consent.

21. Insurer solvency

We monitor insurer solvency on an ongoing basis and endeavour to place business with insurers with adequate levels of financial solvency. However, we cannot guarantee the solvency of any insurer and shall not be liable for losses suffered by you in the event of the insolvency of an insurer.

22. How to contact us

If you need to contact us, please do so using the details on the covering letter or report that accompanies these Terms.

23. Third party rights

Except as stated in paragraph 18 and except for a member of the Ardonagh Group, a person who is not party to these Terms, has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any of the Terms contained in these Terms.

24. Severability

The invalidity, illegality, or unenforceability of any of the provisions of these Terms will not affect the validity, legality, or enforceability of the remaining provisions in these Terms.

25. Governing law

These Terms will be governed and construed in accordance with the law of England and Wales and any dispute arising under it, or in connection with it, shall be subject to the exclusive jurisdiction of the English and Welsh courts.



Protecting businesses against **cyber risk**

CFC's market-leading cyber insurance products are trusted by businesses around the globe to protect them against cyber risk.

20+ years' experience

80,000+ global cyber customers

65+ countries

The cyber insurance provider of choice

Our cyber insurance solutions are designed to help prevent cyber attacks from happening. If one does occur, we drastically reduce the impact and potential financial loss. Each and every customer benefits from:

Proactive cyber attack prevention

Safeguarding your business

We provide vulnerability scanning, threat monitoring and real-time cyber security prevention throughout the lifecycle of your policy to help prevent cyber attacks.

Unrivaled cyber claims and incident response

24/7 follow-the-sun support

We have the largest in-house incident response and dedicated claims teams in the market, with real-world experience and deep technical expertise to get you back online.

Award-winning cyber cover

Purpose-built for SMEs

We offer comprehensive, robust cyber cover, including unlimited reinstatements for first-party coverages, backed by more than 20 years' experience in the market.

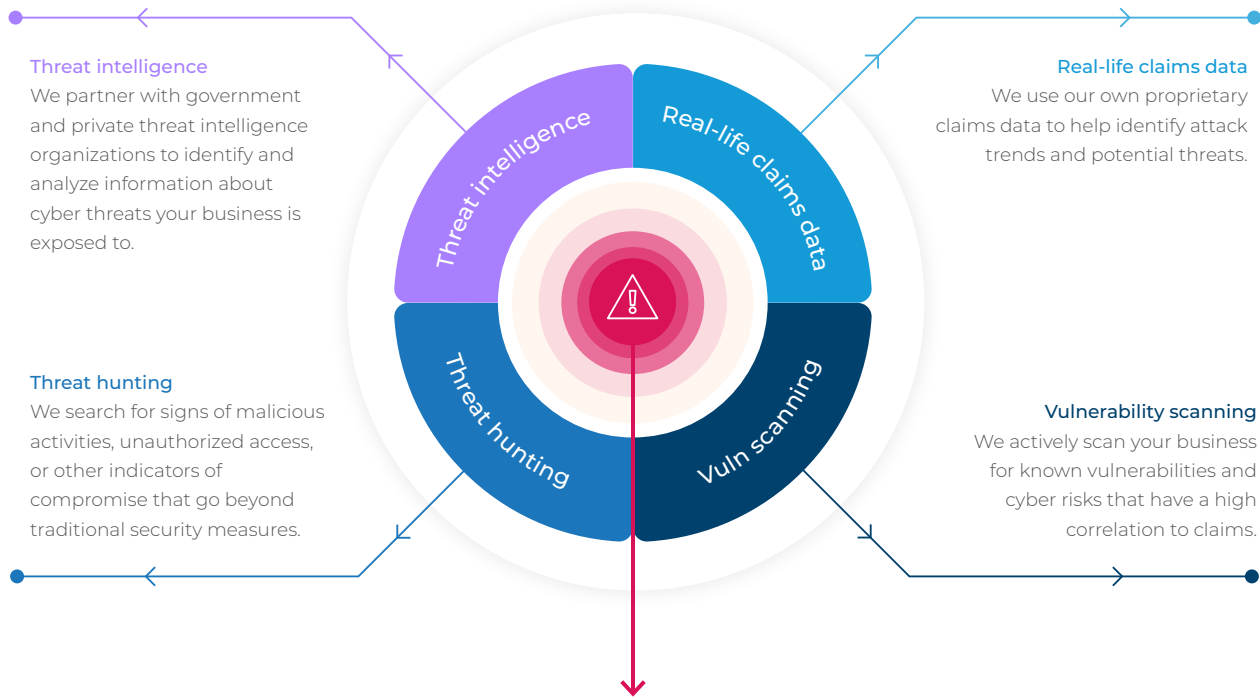


Cyber Insurer of the Year

Zywave Cyber Risk Awards

Proactive cyber attack prevention

From the moment you take out a CFC cyber policy, we work around the clock to protect your business against cyber attacks. Using insights from threat intelligence feeds, the dark web, network scanning and our own real-life claims data, we identify potential threats and alert vulnerable customers before the worst happens.



Critical threat alerts via our mobile app for cyber

We notify you of cyber threats targeting your business in real time.

24/7 access to cyber security experts

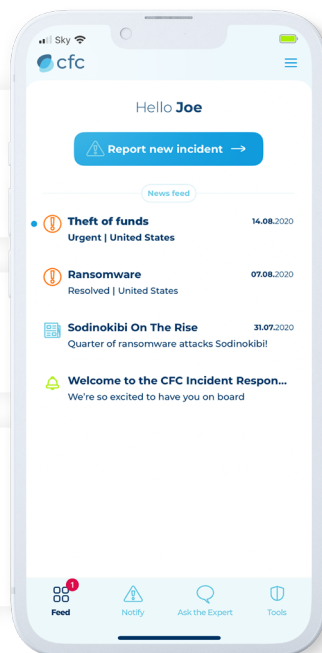
Expert technical support in an immediate and secure channel

Report an incident

The fastest way to notify us of a cyber incident

Cyber security tools

Vital cyber security tools like dark web monitoring, phishing simulations, and deep scanning – for free



Download Response for free



Best Customer App

Insurance Times Tech & Innovation Awards

Unrivalled cyber incident response

CFC has the largest in-house incident response team in the market. We successfully prevent and remediate thousands of cyber events for our customers each year.

Available 24/7, our global team of cyber incident responders work quickly to triage incidents, contain threats and repair networks, minimizing the impact to your business and getting you back online quickly.



Excellence in Risk Management

Insurance Times Awards



Cyber Risk Event Response Team of the Year

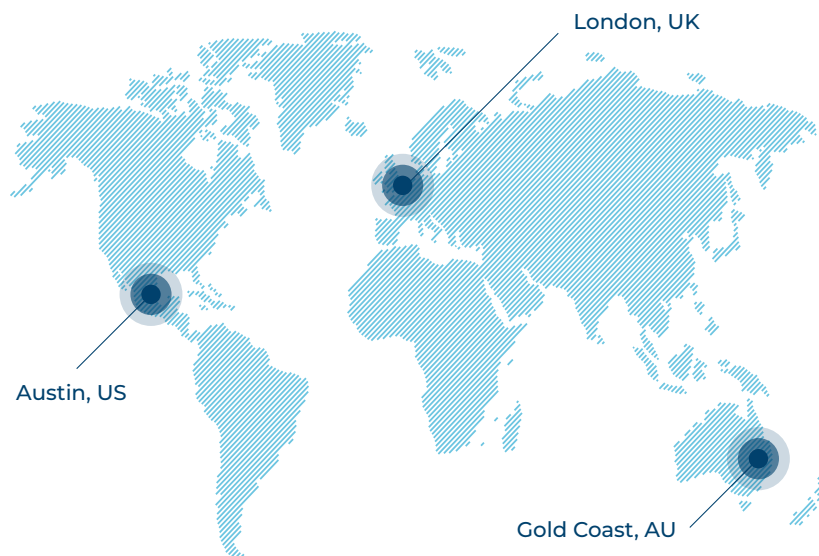
Zywave Cyber Risk Awards

24/7 follow-the-sun approach

<15 min technical response time

2,500+ cyber events handled each year

130+ security experts



Award-winning cyber claims team

Our in-house team has over 20 years' experience handling cyber claims.

We resolve more than 2,000 cyber claims annually, ranging from ransomware attacks to data breaches, business interruption and more.



Expeditious and extremely helpful. We were immediately educated on the dynamics of the type of cybercrime we encountered and then informed in detail about our specific situation. Stress was replaced with a proactive plan. What an amazing team of experts!

Healthcare institution



Cyber Claims Team of the Year

Zywave Cyber Risk Awards

Market-leading cover highlights

Our comprehensive and robust cyber cover includes first-party costs, third-party liability and access to the largest in-house cyber security team in the market.



5-Star Excellence Award

Insurance Business



Comprehensive cybercrime cover

Covering a range of cyber risks including social engineering scams, invoice fraud and ransomware.



Separate limit for incident response costs

Costs for incident response sit separately to the policy, effectively giving you two policy limits for each claim.



12-month indemnity period

Reimbursing any business interruption for up to 12 months, a generous duration compared to other providers.



Nil deductible on initial response costs

In-house experts available 24/7 to help with initial incident response, at no extra cost to you.



Unlimited reinstatements for first-party cover

Offering a new limit per claim, even if you experience multiple cyber incidents in the same policy period.



Full cover for data recovery and recreation

Covering the cost of recovering your data, plus the additional costs to re-create data and applications.

No warranties or conditions that require you to have certain cyber security measures in place.



I experienced a ransomware attack and filed the claim on the CFC app on my phone. I had an immediate response from the cyber response team – they were soon on top of the issue, minimizing the damage and helping us get back up and running in short order.

Educational organization

About CFC

CFC is a specialist insurance provider, pioneer in emerging risk and market leader in cyber. Our global insurance platform uses cutting-edge technology and data science to deliver smarter, faster underwriting and protect customers from today's most critical business risks.

Headquartered in London with offices in New York, San Francisco, Austin, Brussels and Brisbane, CFC has over 800 employees and is trusted by more than 130,000 businesses in 90 countries. Learn more at cfc.com and [LinkedIn](https://www.linkedin.com/company/cfc).



Basic company details

Please complete the following details for the entire company or group (including all subsidiaries) that is applying for the insurance policy. Any defined terms will be bolded and highlighted in blue and can be found in the glossary at the end of this application form:

Company name:	Primary industry sector:
Primary address (address, county, postcode, country):	
Description of business activities:	
Website address:	
Date established (DD/MM/YYYY):	Number of employees:
Last 12 months gross revenue: £	Revenue from US sales (%):
Last 12 months gross profit: £	
Please state which financial institution(s) you use for your commercial banking:	

Primary contact details

Please provide contact details for the individual within your organization who is primarily responsible for IT security. These details will be used to provide information about downloading our incident response app and receiving risk management alerts and updates:

Contact name:	Position:
Email address:	Telephone number:

Previous cyber incidents

Please tick all the boxes below that relate to any cyber incident that you have experienced in the last three years (there is no need to highlight events that were successfully blocked by security measures):

Cyber extortion	Data loss	Denial of service attack	IP infringement
Malware infection	Privacy breach	Ransomware	Theft of funds
Other (please specify)			

If you ticked any of the boxes above, did the incident(s) have a direct financial impact upon your business of more than £10,000? Yes No

If 'yes', please provide more information below, including details of the financial impact and measures taken to prevent the incident from occurring again:

Revenue analysis

Please provide the following details for your top 5 clients:

Name of client:	Primary services:	Annual revenue derived from client:



IT infrastructure and resourcing

Please confirm the name of your [managed service provider](#) (if applicable):

.....

What is the approximate number of servers on your network?

.....

What is the approximate number of desktops and laptops on your network?

.....

What is your annual IT budget?

.....

What approximate percentage of your IT budget is spent on IT security?

.....

Is any part of your IT infrastructure outsourced to third party technology providers, including application service providers? Yes No

If you answered "yes" to the question above, please list your critical third party technology providers below (up to a maximum of 10), including a brief summary of the technology services they provide for you:

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Please describe your approach towards protecting sensitive and confidential information (e.g. access controls, encryption, network segmentation etc):

Please provide details of how often you purge records that are no longer required:

Please provide details on how you store your back-ups of critical data (e.g. online back-ups stored on your organisation's live environment, offline back-ups stored on a removable storage device that is fully disconnected and inaccessible from the live environment, back-ups stored with an online cloud storage provider etc.):

Please provide details on the frequency of your back-ups, including the frequency of full system back-ups and the frequency of incremental/differential back-ups of critical data:

Please provide details on how you secure your back-ups (e.g. back-ups are disconnected and inaccessible from the live environment, multi-factor authentication is required for access to cloud back-ups etc):

Please provide details on how you test your back-ups, including details on how frequently you test the full restoration and recovery of key server configurations and data from back-ups:

Please provide details on the number of back-up copies you take, including details on how you prevent separate back-up copies being impacted by the same event (if applicable):

Endpoint security

Which [endpoint protection](#) product do you use on your network?

Please provide the name of the vendor and the product used

Do you use an [endpoint detection and response \(EDR\)](#) product on your network? Yes No

If "yes":

Which product do you use:

Please provide an overview of how your EDR product is monitored and managed (e.g. internal IT team or outsourced to a third party):

Is the EDR product deployed on all endpoints on your network? Yes No

If "no":

What percentage of endpoints do not have EDR deployed and why is it not deployed on these endpoints:

Perimeter security

Do you have [next-generation firewalls](#) deployed at all network ingress/egress points? Yes No

How often do you conduct [vulnerability scanning](#) of your network perimeter?

How often do you conduct [penetration testing](#) of your network architecture?

Please provide details of the third party providers you use to conduct penetration testing (if applicable)

Please confirm whether [multi-factor authentication](#) is required for all remote access to your network: Yes No

If you use an alternative method for securing remote access to your network, such as certificate based authentication for devices, please provide details here:

Please confirm whether [multi-factor authentication](#) is required to access *all cloud resources holding sensitive or confidential information* Yes No

Email security

Please confirm that [multi-factor authentication](#) is enabled for remote access to all company email accounts: Yes No

Do you simulate phishing attacks to test employees at least annually? Yes No

Do you use [email filtering](#) software to scan all inbound and outbound email messages in order to filter out spam and malicious content? Yes No

If you answered "yes" to the previous question, please state the name of the vendor and product used for email filtering:

If you are an Office 365 user, please provide your Microsoft Secure Score (administrators can find the score using the following link <https://security.microsoft.com/securescore>):



Network security

Please provide details on how you protect privileged user accounts (e.g. using privileged access management solutions, restricting privileged user accounts to specific devices, enhanced monitoring of accounts for anomalous usage, multifactor authentication enabled for remote access etc):

Do non-IT users have local administrator rights on their laptops/desktops? Yes No

Do you use a [network monitoring](#) solution to alert your organisation to suspicious activity or malicious behaviour on your network? Yes No

If you answered "yes" to the previous question, please state the name of the vendor and product used for network monitoring:

Please provide details on whether you have a [Security Operations Centre \(SOC\)](#) that is responsible for event monitoring and detection, vulnerability management and incident response. Please include details on the hours of operation and whether this is an internal function or outsourced to a third party:

Do you have any end of life or end of support software? Yes No

If "yes", please provide details on what the end of life or end of support software is, how it is used, whether it is segregated from the rest of the network and if so, how it is segregated:

Please describe your patch management process and how you ensure that all critical patches are applied in a timely fashion, including a timeframe of how quickly you would implement patches for zero day vulnerabilities after they have been released by the vendor:

Please provide details of any major changes that you have planned for your IT infrastructure in the next 12 months (if any):



Additional controls

Please confirm that **before** any change is made to a third party's account details, you obtain authorization from the third party via an authentication method which is different to the original method used to request the change? Yes No

Please confirm that **before** you transfer funds to an account that you haven't paid into before, you obtain authorisation from the recipient of the funds via an authentication method which is different to the original method used to request the transfer? Yes No

Do you provide training on phishing/social engineering scams for all employees involved in transferring funds on behalf of your organisation on at least an annual basis? Yes No

Please tick all the boxes below that relate to controls that you currently have implemented within your IT infrastructure (including where provided by a third party). If you're unsure of what any of these tools are, please refer to the explanations on the final page of this document.

Application whitelisting	Asset inventory	Custom threat intelligence	Database encryption
Data loss prevention	DDoS mitigation	DMARC	DNS filtering
Employee awareness training	Incident response plan	Intrusion detection system	Perimeter firewalls
Security info & event management	Virtual private network (VPN)	Web application firewall	Web content filtering

Please provide the name of the software or service provider that you use for each of the controls highlighted above:

Important notice

By signing this form you agree that the information provided is both accurate and complete and that you have made all reasonable attempts to ensure this is the case by asking the appropriate people within your business. CFC Underwriting will use this information solely for the purposes of providing insurance services and may share your data with third parties in order to do this. We may also use anonymized elements of your data for the analysis of industry trends and to provide benchmarking data. For full details on our privacy policy please visit www.cfcunderwriting.com/privacy

Contact name: Position:

Signature: Date (DD/MM/YYYY):

Application whitelisting

A security solution that allows organisations to specify what software is allowed to run on their systems, in order to prevent any nonwhitelisted processes or applications from running.

Asset inventory

A list of all IT hardware and devices an entity owns, operates or manages. Such lists are typically used to assess the data being held and security measures in place on all devices.

Custom threat intelligence

The collection and analysis of data from open source intelligence (OSINT) and dark web sources to provide organisations with intelligence on cyber threats and cyber threat actors pertinent to them.

Database encryption

Where sensitive data is encrypted while it is stored in databases. If implemented correctly, this can stop malicious actors from being able to read sensitive data if they gain access to a database.

Data loss prevention

Software that can identify if sensitive data is being exfiltrated from a network or computer system.

DDoS mitigation

Hardware or cloud based solutions used to filter out malicious traffic associated with a DDoS attack, while allowing legitimate users to continue to access an entity's website or web-based services.

DMARC

An internet protocol used to combat email spoofing – a technique used by hackers in phishing campaigns.

DNS filtering

A specific technique to block access to known bad IP addresses by users on your network.

Email filtering

Software used to scan an organisation's inbound and outbound email messages and place them into different categories, with the aim of filtering out spam and other malicious content.

Employee awareness

Training programmes designed to increase employees' security awareness. For example, programmes can focus on how to identify potential phishing emails.

Endpoint detection and response (EDR)

A software tool that works by monitoring and collecting data from endpoints and recording the information in a central database where further analysis, detection, investigation, reporting and alerting take place.

Endpoint protection

Software installed on individual computers (endpoints) that uses behavioural and signature based analysis to identify and stop malware infections.

Incident response plan

Action plans for dealing with cyber incidents to help guide an organisation's decision-making process and return it to a normal operating state as quickly as possible.

Intrusion detection system

A security solution that monitors activity on computer systems or networks and generates alerts when signs of compromise by malicious actors are detected.

Managed service provider

A third party organisation that provides a range of IT services, including networking, infrastructure and IT security, as well as technical support and IT administration.

Mobile device encryption

Encryption involves scrambling data using cryptographic techniques so that it can only be read by someone with a special key. When encryption is enabled, a device's hard drive will be encrypted while the device is locked, with the user's passcode or password acting as the special key.

Multi-factor authentication

Where a user authenticates themselves through two different means when remotely logging into a computer system or web based service. Typically a password and a passcode generated by a physical token device or software are used as the two factors.

Network monitoring

A system, utilising software, hardware or a combination of the two, that constantly monitors an organisation's network for performance and security issues.

Next-generation firewalls

Software or hardware solutions that combines traditional firewall technology with additional functionality, such as encrypted traffic inspection, intrusion prevention systems and anti-virus.

Penetration tests

Authorized simulated attacks against an organisation to test its cyber security defences. May also be referred to as ethical hacking or red team exercises.

Perimeter firewalls

Hardware solutions used to control and monitor network traffic between two points according to predefined parameters.

Security info & event management (SIEM)

System used to aggregate, correlate and analyse network security information – including messages, logs and alerts – generated by different security solutions across a network.

Security Operations Centre (SOC)

A facility that houses an information security team responsible for monitoring and analysing an organisation's security posture on an ongoing basis. The SOC team's goal is to detect, analyse and respond to cybersecurity incidents using a combination of technology solutions and a strong set of processes. SOC's can be internal and run by the organisation themselves or outsourced to a third party.

Virtual private network (VPN)

A VPN is an encrypted connection over the internet from a device to a network. The encrypted connection helps ensure that sensitive data is safely transmitted. Most commonly used to provide a secure remote connection to an organisation's network.

Vulnerability scans

Automated tests designed to probe computer systems or networks for the presence of known vulnerabilities that would allow malicious actors to gain access to a system.

Web application firewall

Protects web facing servers and the applications they run from intrusion or malicious use by inspecting and blocking harmful requests and malicious internet traffic.

Web content filtering

The filtering of certain web pages or web services that are deemed to pose a potential security threat to an organisation. For example, known malicious websites are typically blocked through some form of web content filtering.