

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.



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.

Other Recommended Covers and Optional Extras

Please see below a list of covers which your existing policies provided via Reg Hambly Insurance Brokers LLP may not include cover for. We would strongly recommend these covers to all commercial clients. If you are unsure whether or not you have cover for any of the following in place, or would like a quote for any of the following covers, then please let us know and we will be more than happy to help.

Directors & Officers Insurance/ Management Liability

Directors and officers (D&O) liability insurance protects the personal assets of corporate directors and officers, and their spouses, in the event they are personally sued by employees, vendors, competitors, investors, customers, or other parties, for actual or alleged wrongful acts in managing a company.

Employment Practices Liability (EPL)

This covers you for employment claims including wrongful dismissal, discriminations and harassment, whether from employees or third parties. It covers the costs of defending claims made against your company / organisation or your Directors, Officers or Employees; and also includes any awards made as well as agreed settlements.

Corporate Liability

This covers your organisation for claims from your shareholders, investors, regulators and other third parties. It covers the costs of defending a claim made against your Company / Organisation. It includes any awards made but, does not include fines or penalties. You are also covered for the cost of legal representation at any official investigation such as a Health & Safety, Environmental or Trading Standards investigation.

Employers Liability

You may require Employers Liability cover by law, where you have a legal responsibility for staff, volunteers, labour only sub-contractors and work experience students. If you are unsure if you need this cover, please contact us to discuss.

Alternatively, please refer to <https://www.hse.gov.uk/pubns/hse40.pdf> or <https://www.gov.uk/employers-liability-insurance>

Cyber Liability

Cyber liability is a policy which can be put in force to indemnify the victim of a cyber attack. The policy would reimburse you for the funds that they have lost, as well as reinstate your computer system back to the state that it was in prior to the loss. There are of course various other covers included within a cyber liability insurance policy, but this gives you an idea of the sort of thing that it covers.

We appreciate that most people are of the impression that 'it won't happen to us', but it becoming more and more apparent so please be advised that it is a potential gap in cover for you at the moment and you could be at risk of this.

Legal Expenses

Customers buy legal expenses insurance to cover legal costs they might incur while pursuing disputes about personal injury, contracts for goods or services, property and employment. Please note that even if you have basic legal expenses cover included within your policy, this may not extend to include things such as contract disputes, which a large majority of claims relating to legal expenses insurance arise from.

Professional Indemnity

Professional indemnity insurance, often referred to as professional liability insurance or PI insurance, covers legal costs and expenses incurred in your defence, as well as any damages or costs that may be awarded, if you are alleged to have provided inadequate advice, services or designs that cause your client to lose money.

Environmental Impairment Liability

In 2009 major changes to legislation came in to force for environmental impairment. These changes mean that every business is at risk of prosecution if they cause damage to the environment. Damage to the environment encompasses a wide range of environmental impairments, including pollution of land, water, air and biodiversity damage (i.e. damage to protected species and habitats). Damage can be as a result of an obvious sudden incident such as a burst fuel tank or from a gradual cause such as a leaking underground pipe. Environmental damage can lead to other health problems such as illness from drinking contaminated water or breathing contaminated air.

Businesses are responsible for ensuring they undertake practices to minimise the likelihood of causing such damage whilst carrying out their operations and can be held responsible for all clean up costs if their measures fail.

This is not covered by a standard Public Liability policy.

Terrorism

Cover for damage caused to specific assets as a result of terrorist activity.

Tools

Cover for your handheld portable tools, whilst on site and in transit. Please note that overnight restrictions may apply.

Goods in Trust

Other people's goods, not belonging to you, but you are legally responsible for whilst in your possession.

Efficacy

Efficacy (or 'failure to perform' cover) protects you against the legal liability for injury to third parties, or damage to third party property, when a product or service you supply fails to perform its intended function

Day One Uplift

Day one uplift is an inflation provision, on the sum insured, allowing for an increase in the cost of building materials such as stone and timber for example, and labour costs up to 15%, that wouldn't be accounted for when the policy is taken out.

Personal Accident

A policy that will provide a capital payment if you suffer accidental injury or disability such as loss of sight or limbs and that will also provide you with an income if you are unable to work as a result of sickness or an accidental injury.

Tenants Improvements

Cover for anything you have done to enhance the structure of rental property. Examples and not limited to include extensions, addition of mezzanine floor, new doors, alarm system, heating system, fitted kitchens and bathroom fittings, electrical wiring etc.

Other Recommendations

Building Sum Insured

We recommend a review of your Buildings sum insured, to ensure cover remains adequate for your needs and to prevent under insurance. This should represent the full rebuild cost, to the properties current standard and to include (but not limited to) the removal of debris, planning permission, architects fees, rewiring and fitted kitchens and bathrooms.

We can refer you to www.rebuildcostassessment.com for a comprehensive desk top assessment to ensure that your buildings sum insured remains adequate. If you would like to use this service, please contact us on 01208 816440 as a discounted rate is available as Hedron Network members.

In the event of under insurance, if at the time of any loss or damage the cost of rebuilding the whole of your buildings, in a new condition similar in size, shape and form, is more than the sum insured for buildings, Insurers will pay only for the loss or damage in the same proportion. For example, if the sum insured for buildings only covers two-thirds of the cost of rebuilding your buildings, Insurers will only pay two-thirds of the claim. The 'average' clause will apply in the event of any claim no matter how small.

Please take a look at the following video link, which may help to explain.

<https://youtu.be/SmllrnTQdVQ>

Alternatively, there is a free calculator available online at <https://calculator.bcis.co.uk>

PLEASE BE AWARE THAT THE REBUILD SUM INSURED OF A PROPERTY IS NOT THE SAME AS THE SALE VALUE. IT IS THE POLICYHOLDERS RESPONSIBILITY TO CHECK AND PROVIDE THE CORRECT REBUILD SUM INSURED TO ENSURE ADEQUATE INSURANCE.

Qlaims Assist

Qlaims Insurance covers the cost of your own claim expert to act on your behalf to prepare, manage and negotiate your material damage and business interruption claim(s). Your own claim expert will be of greatest value on major and complex losses (in excess of £5,000), particularly those involving business interruption. A vast amount of detail is required and failure to provide this can lead to lengthy claims settlements and reduced payments. With Qlaims Insurance, you have the peace of mind that experts will be working on your behalf from day one to get the claim moving quickly. We take the stress away from you while you get back to doing what do best, running your business. For any claim over £5,000 you will be allocated your own expert Qlaims Adjuster who will represent you and negotiate for you, to achieve the fastest and fairest settlement available under the terms of your policy • Access to our video streaming technology to get your claim underway quickly. • All Qlaims Adjusters are authorised and regulated by the FCA. • The policy covers claims for material damage and associated business interruption. • From day one you'll be able to track the progress of your claim in real time 24/7 using our secure QlaimsTrak portal.

FLOOD RISK

Whether or not you have flood cover, we would recommend for your protection, that you keep any stock on racks and stillages at least 15 centimetres above floor level for your protection. You may wish to consider signing up to the Environmental Agency Flood Warnings at <https://www.gov.uk/sign-up-for-flood-warnings>
Local Builders merchants sell sand to fill sand bags, which should be kept readily accessible.

Waterlock

Magenta and certain other insurers may be able to offer discounted premiums and possibly help with the excess' where this system is installed at a property.

As we understand, this is controlled via an app. A sensor(s) is installed inside the property, and in the event of a detection of a leak, increased humidity or standing water, the device shuts off the water supply to minimise/prevent damage.

Please request a data sheet if you require further information or you can view on line at <https://www.geotogether.com/products-services/waterlock/>

This service is available via an independent company and is no connection to Reg Hambly Insurance Brokers. This is to make you aware this service is available as some insurers MAY offer a reduced premium and excess if you have this installed.

Electrical Installations

Please ensure that you are up to date and compliant with any legal obligations, including the electrical installations being inspected in the last 5 years and a current IEE electrical certificate available upon request.

Flat & Non –Standard Roof

Where there is an area of flat roof, or a non-standard roof at a property, Insurers will require an inspection by a competent roofing contractor or builder at least every 2 years. In the event of a claim evidence of such inspections will be requested. Failure to provide this may invalidate your claim. Acceptance of cover on a flat roof will be down to an individual insurer and the age and condition of the roof.

Business Interruption

Cover for financial compensation following an insured loss under the Material Damage insurance. This cover is designed to help the business return to a normal trading position as soon as possible.

Business Interruption Extensions

A standard business interruption policy only covers losses which are a result of insured damage at the insured's own premises. However, the insured's business may also be affected by damage at third party premises for which a number of extensions to cover are available. Such extensions are subject to an additional premium but not to the material damage warranty.

The most common extensions include:

- losses resulting from damage at the premises of suppliers
- losses resulting from damage at the premises of named customers. Limits apply based on the estimate of maximum turnover which is dependent on each named customer
- losses resulting from damage to the property of the insured whilst in transit
- losses resulting from access to an insured's premises being prevented due to damage to nearby premises. Cover may be extended to include prevention of access due to a bomb threat
- losses resulting from damage at the premises of a public utility
- losses due to the occurrence of a notifiable disease, vermin, defective sanitary arrangements, murder and suicide
- Terminal Ends.

An inner policy limit applies to the cover provided by each of these extensions.

Fidelity Guarantee

This is cover which protects your organisation against the loss of money and/or property which you may suffer as a result of a dishonest or fraudulent act by an employee or volunteer. Fidelity Guarantee insurance can also be known as Employee Dishonesty cover.

Engineering Inspection

Certain items of plant and machinery require inspection by law. If you are using any form of the following, please check the legal requirements:-

Electrical and Mechanical Plant/Equipment

Lift and Crane Plant/Equipment

Local Exhaust Ventilation Plant Plant/Equipment

Power Press Plant/Equipment

Pressure Plant Plant/Equipment

Coffee Machines

<https://www.hse.gov.uk/pressure-systems/law.htm#regs2000>

Pressure Systems Safety Regulations 2000 (PSSR)

Date as postmarked

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

**20 Molesworth Street
 Wadebridge
 Cornwall
 PL27 7DG**

**Telephone: 01208 816 440
 E-mail: reg@reghambly.co.uk
 Web: www.reghamblyinsurance.co.uk**

Our Ref: 82017056

Dear Mr Bidgway,

Policy Type: Cyber Package

Further to our conversation, I have pleasure in confirming our quotation and recommendation for your Cyber Package Insurance policy. This quote is valid for 30 days from the date of this letter. A full statement of price is below along with payment options which are also attached.

The total price payable is £2,686.40 as shown in the price breakdown below.

Further details on how you can pay the premium are shown further below in this letter in the payment option schedule.

Please note that if you opt to pay the premium by the use of premium finance, then the total price payable is £2,901.31. The use of premium finance arrangements may be more expensive compared to paying for the policy upfront. For this policy, using finance as an option for payment will cost you an additional £214.91 than if you were to pay your policy in full.

Statement of Price

Your Premium breakdown for your Quotation with BBPS Limited t/a Hedron Connect	
Insurer / Provider Premium	£2,220.00
Insurance Premium Tax	£266.40
Insurer Administration Fee	£150.00
Broker Administration Fee	£50.00
Amount Due (excluding optional additional products)	£2,686.40

Reg Hambly Insurance Brokers LLP strives to provide you with the highest quality, independent expertise, advice and service to ensure that you get value for money from your insurance arrangements. Our aim is to ensure that you have peace of mind with the right cover provided by an insurer that has the ability and desire to pay your claims quickly and efficiently.

What is enclosed & why?

Reg Hambly Insurance Brokers LLP is authorised and regulated by the Financial Conduct Authority. This means that we are required to supply you with specific information, which is contained in the following documents:

- **Statement of Demands & Needs**
This includes details of cover, limits and exclusions and explains why we have made our recommendation.
- **Our Capacity & Services**
This provides you with confirmation of whether we are acting as your agent or agent of the insurer, explains what will happen in the event of a breach of warranty and provides instructions & guidance for your duty to make a fair presentation of the risk.
- **Payment Option Sheet**
This shows the different methods of payment including spreading the costs of your Insurance over a period of months.
- **Terms of Business**
Please read this carefully. It sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibility.
- **Policy Summary**
This has been prepared by the insurer and gives a summary of the cover they are providing.
- **Proposal Form or Statement of Fact**
This is for you to complete and return to us (if requested).
- **Schedule of Services**

What do I do now?

Please do the following:

- Read the Summary of Cover / Keyfacts document enclosed for our recommended insurer contract. In particular, please read the section on unusual limitations or conditions to the cover.
- Please check the document marked "Statement of Demands & Needs". If there are any errors or changes in circumstances, you must contact us immediately.
- Please review our Terms of Business.

If you want to go ahead with cover;

- Please review and complete the Proposal Form / Statement of Fact
- Review and confirm with us your preferred payment option.
- Return to us; Payment (if paying by Cheque), the Proposal Form / Statement of Fact.

Any questions?

We trust that you will find this to your satisfaction, however please do not hesitate to contact us if you have any queries or concerns regarding this or any other aspect of your Insurances, or if you simply require some further information.


May we take this opportunity to advise you that Reg Hambly Insurance Brokers LLP are able to offer a range of insurance products and services, including all consumer and commercial insurances. If any of these areas are of interest, please contact us to discuss further.

Thank you for your quotation request, we look forward to being of service to you.

Yours sincerely,

A handwritten signature in black ink, appearing to be a stylized 'R' or 'K'.A solid black horizontal bar used to redact information.

Partner

01208 8

A solid black horizontal bar used to redact information.

Statement of Demands & Needs - Important Information

Client Name : Bodmin Town Council

Our Ref : 82017056

We have assessed your demands and needs based on the information provided by you to Reg Hambly Insurance Brokers LLP and our recommendations are summarised below.

Policy Type	Insurer	Underlying Insurer	Underlying Insurer Exposure
Cyber Package	BBPS Limited t/a Hedron Connect	Certain Underwriters at Lloyd's	100.00%

Where there is an underlying insurer stated above, the policy is underwritten by that insurer(s). Please note that the liability of the underlying insurer(s) listed above in respect of losses under this policy is individually limited to the percentage set against their name and for no other amounts: -

Below you will find the following information:

- Information on cover provided
- Any significant warranties, conditions and/or exclusions (for full details of these please refer to your policy wording)
- The market selection process for each cover
- Personal recommendation
- Uninsured risk areas

Based on our knowledge, your stated main requirements are as follows:

Policy	Requirements
Cyber Package	A policy that provides cover against risks connected with operating on-line including: negligent acts, errors and omissions, breach of confidentiality, libel and slander, infringement of third party/ copyright, downloading of virus to third parties, and liability arising out of data protection legislation, damage to your computer network, loss of revenue and theft of money by electronic means.

Personal Recommendation and Market Selection

Based on this information and our knowledge of the markets we have recommended the following contracts because:

Policy	Recommendations and Market Selection
Cyber Package	Compared to other products in the market to which we have access, this product is competitively priced. A specialist insurer who are comfortable with your business description.

Covers Discussed but not taken up

Please see separate document - covers recommended but not taken up.

Covers requested by you but not provided by this quotation

None

This summary is not exhaustive, and if you require full details of cover or clarification of the terms you must refer to the policy document or contact the relevant personnel at Reg Hambly Insurance Brokers LLP.

Notwithstanding our market selection, we would be happy to approach other insurers on your behalf. Please advise if you would like us to do so.

Cyber Package

POLICYHOLDER	Bodmin Town Council
INSURER	BBPS Limited t/a Hedron Connect
QUOTE NUMBER	655255469
PERIOD OF INSURANCE	09/01/2024 to 08/01/2025
BUSINESS DESCRIPTION	Town council

Scope of Cover

Section 1:	Cyber
Section 2:	Business Interruption
Section 3:	Crime

Client details

Number of Employees	30
Wageroll (£)	500,000
Turnover (next twelve months) (£)	1,747,638
Turnover (last completed financial year) (£)	1,622,158
Percentage of annual turnover generated online	0

Turnover breakdown (Next twelve months)

From UK (%)	100.00
From EU (%)	0.00
From USA/Canada (%)	0.00
From rest of world (%)	0.00

Turnover breakdown (Last completed financial year)

From UK (%)	100.00
From EU (%)	0.00
From USA/Canada (%)	0.00
From rest of world (%)	0.00

Details of personal and sensitive information

Estimated total number of individuals (including prospective, 100,000 current and former customers and employees) where records are stored and/or transacted containing any individual personal, financial or sensitive information

Section 1: Cyber

Limit of Indemnity

£2,000,000

Section 2: Business Interruption

Cover

Compensation for loss of income.

Sum Insured

£2,000,000.00

Section 3: Crime

Cover

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

Limit of Indemnity

£ 250,000

Excess

£ 2,500

General Clauses/Information

Subject To

This quote is subject to the following being provided by the stated deadline:

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. (14 days post binding)

Our Capacity and Services

The capacity in which we are acting

As an insurance intermediary we usually act as your agent and are therefore subject to the law of agency which imposes various duties on us. In certain circumstances we may act for and owe duties of care to insurers and the following table is provided to advise you when these circumstances may occur so you will be aware of any possible conflicts of interest.

Policy	Sourcing a suitable policy (i.e. when we get quotes for you)		Placing the insurance (i.e. when we arrange for your cover to start)		In the event of a claim	
	We act as your Agent	We act as agent of the insurer	We act as your Agent	We act as agent of the insurer	We act as your Agent	We act as agent of the insurer
Cyber Package	✓		✓			✓

Important

Instructions and guidance

Confidentiality and copyright

To protect our intellectual rights we ask that you don't show the information in this document, or the advice within it, to anyone else or reproduce it for them.

Breach of a Policy Warranty, Term or Condition

A breach of warranty suspends the cover provided by your insurance policy for the duration of the breach and the insurer is not obligated to pay any claims during this period. If you can fix the breach before a loss has occurred, your cover is restored.

However, if you do breach a warranty or other policy term, the insurer cannot rely on the non-compliance to refuse to pay a claim if you can prove that the breach did not increase the risk of the loss which occurred.

This does not apply to a term 'defining the risk as a whole' for example a policy term which defines the geographical area in which a loss must occur.

You need to take great care not to breach warranties, conditions precedent to liability and other policy terms and should notify us immediately of any breaches that occur during the policy period.

Your duty to make a fair presentation of the risk

You must make a fair presentation of the risk to us when you take out, renew or amend your policy. A fair presentation requires you to tell us about all facts and circumstances which may be material to the insurance, in a clear and accessible manner. Material facts are those which are likely to influence an insurer in the acceptance or assessment of the terms or pricing of your policy. If you are in any doubt as to whether a fact is material, you should tell us about it.

If you fail to make a fair presentation of the risk, where that failure is deliberate or reckless, or where, the insurer would not have accepted the policy had you told it about a material fact or circumstance, the insurer may treat your policy as if it had not existed and refuse to pay any claims. In other cases, the insurer may only pay part of the value of your claim or impose additional terms.

For these reasons, it is important that you check all of the facts, statements and information set out in the documentation provided by us are complete and accurate, and that you answer any questions completely and accurately. If there is more than one person involved in your business or employed by you, you should check with them, where appropriate, that the facts and statements that you make are complete and accurate.

Examples of people who should be included within the enquiries are (where applicable):

- Senior management within your business (which includes anyone who plays a significant role in making decisions about how your activities are to be managed or organised).
- A person for whom cover is provided by the contract of insurance.
- Anyone who is responsible for the procurement of your insurance.

If any of the facts, statements and information in this document, or any additional information provided are incomplete or inaccurate, you must contact us immediately. Failure to do so could invalidate your policy or lead to a claim not being paid.

Here are some examples of facts that should be disclosed (this list is not exhaustive):

- any special or unusual facts relating to the risk
- any particular concerns which led you to seek insurance cover
- officers of the business that have been convicted of criminal offences
- officers of the business that have been declared bankrupt or were previously a director of a failed business
- the company or director having been refused insurance cover or had a policy cancelled
- any losses arising out of fraud or dishonesty
- previous losses (regardless of fault or whether an insurance claim was made)
- a change to the business activities
- a change to the business / management structure
- connections with a country that is subject to sanctions

Your duty to notify us about certain facts regarding convictions, bankruptcy proceedings and refusals of insurance cover

You must notify us with the relevant details if your business or any company in the same group as your business, or any director or partner of your business or any group company (either personally or in any business capacity) has ever been, or is during the period of insurance:

- declared insolvent or bankrupt or the subject of bankruptcy proceedings
- the subject of a County Court judgment (or Scottish equivalent), or if there are any proceedings pending
- a director or partner in any business which is or has been the subject of a winding up or administrative order, or receivership or other insolvency proceedings
- convicted or charged with any criminal offence, or have a prosecution for such an offence pending, (except for the Road Traffic Act offences of parking or speeding on one occasion if there are no convictions)
- prosecuted or served with a notice of intended prosecution, or a prohibition notice in connection with a breach or alleged breach of any health and safety legislation
- refused or declined insurance cover or has or has ever had insurance cancelled, renewal refused or had special terms imposed.

This is very important because if you fail to notify us of any of the circumstances above, your insurance claim may be reduced or not paid, additional terms may be imposed or your policy cancelled. Please note that spent convictions do not need to be disclosed.

Your operations in countries that are subject to sanctions

You must notify us with the relevant details of all circumstances, including those which may arise during the period of your insurance cover, involving activity by your business or its group companies (including direct or indirect imports and exports, other forms of trading, services, travel and working abroad) in the following countries and territories:

Belarus, Crimea, Cuba, Democratic Republic of Congo, Iran, North Korea, Russia, Somalia, South Sudan, Sudan, Syria, Ukraine and Zimbabwe.

Your failure to disclose

If you do not notify us of the facts and circumstances described above, including those which may arise during the period of your insurance cover, we will treat this as confirmation from you that you have no information to supply in relation to that fact or circumstance. If you do not understand any point please ask for further information.

Confidentiality and copyright

To protect our intellectual rights we ask that you don't show the information in this document, or the advice within it, to anyone else or reproduce it for them.

Key conditions

Please take the time to read your policy documents and make sure you understand the terms and conditions. If you breach the conditions of your policy, then any claim that you make might not be paid or your cover may be withdrawn.

Reasonable care

Despite being insured, you still need to take the same care that you would if you weren't insured. And if something happens that could lead to a claim, you need to take reasonable steps to minimise any losses.

Subjectivities

Sometimes your insurer will need specific information from you or ask you to take particular action, and generally you will still be covered while doing what they've asked. If this happens we will make sure you know what to do and by when, and what will happen if you don't.

Terrorism

Most policies don't insure you against losses caused by terrorist activities. You can usually arrange separate cover for this, so please get in touch if you'd like a quotation.

Complaints

Sometimes things may not go entirely to plan. Both Reg Hambly Insurance Brokers LLP and the insurers we deal with welcome the opportunity to discuss any concerns that you may have about any aspect of the service you receive. Should you need to discuss a problem, please contact us in the first instance. Details of how to contact the insurer will be in the policy document.

Law applicable

You and the insurers are free to choose the laws applicable to a policy. As insurers are based in England, they propose to apply the laws of England and Wales and by purchasing a policy you will have agreed to this.

Payment Options

Client Name : Bodmin Town Council

Our Ref : 82017056

Your Premium breakdown for your Quotation with BBPS Limited t/a Hedron Connect	
Insurer / Provider Premium	£2,220.00
Insurance Premium Tax	£266.40
Insurer Administration Fee	£150.00
Broker Administration Fee	£50.00
Amount Due (excluding optional additional products)	£2,686.40

Finance Payment Options

Excluding optional additional products	
Amount Due	£2,686.40
Deposit	£0.00
Interest at 8.00%	£214.91
Finance Arrangement Fee (To be collected with first instalment)	£0.00
Total to Finance	£2,901.31
First Instalment	£290.14
Followed by 9 Instalments (per month)	£290.13
APR%	20.92

Please TICK the box to confirm the required payment method and return to us.
OUR REFERENCE: 82017056 - Bodmin Town Council

Payment Option Summary

TICK	OPTIONS	DESCRIPTION
	Pay by Cheque. (Please write 82017056 on the back)	Please return your cheque to our offices made payable to BBPS LTD REG HAMBLY LTD NST
	Pay By Debit Card	Contact us on: 01208 816440
	Pay By Third Party Loan	<p>See loan facility above. Loan is provided by Close Brothers Premium Finance. Please be aware that you assign all rights, title and interest to any policy financed through the above arrangement to Close Brothers Premium Finance, along with any sums payable to you by virtue of that policy.</p> <p>Please note the use of premium finance arrangements may be more expensive compared to paying for the policy upfront.</p> <p>Contact us on: 01208 816440</p>
	Pay By Insurer Direct Debit	Please see Direct Debit details attached (if applicable)
	Pay By BACS (Directly in to our Bank Account)	Contact us on 01208 816440
		Bank Name Barclays Bank
		Account Name BBPS LTD REG HAMBLY LTD NST
		Sort Code 20-67-59
		Account Number 03707474

Terms of Business Agreement - Commercial Customers

Reg Hambly Insurance Brokers LLP

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third party providers. Please contact us immediately if there is anything in this document that you do not understand or with which you disagree.

In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded.

1. Our Service

- 1.1. Reg Hambly Insurance Brokers LLP is an independent insurance intermediary; authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 813314. These details can be checked on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/> or by contacting the FCA on 0300 500 8082.
- 1.2. We are permitted to arrange, advise on, deal as an agent of insurers, assist in claims handling, help with ongoing changes, introduce to an insurer/finance provider(s) and arrange lending facilities, collect debt and administer debts in respect of general insurance policies on behalf of our clients.
- 1.3. We have access to leading insurers and often we select your insurance product from a wide range of insurers, however there are times when we use a select panel of insurers/finance providers. Please ask us if you would like a list of these insurers. At our discretion, we offer clients the options to pay by instalments through Close Brothers Premium Finance. We will always advise you of our selection range prior to you committing to purchase an insurance policy or take out a finance agreement. In certain circumstances we may use the services of another intermediary to place your insurance and in these circumstances we will always advise you of the name of that intermediary.
- 1.4. Upon assessment of your requirements we will make a recommendation for a particular insurance product. Our advice will be confirmed in a demands and needs statement which will clearly state the reasons for our recommendation. In some circumstances we may not provide advice, for example if we renew your insurance cover with your existing insurer without rebroking your insurance and where no recommendation has been provided; and/or if we simply provide you with information on a product. If we do not provide you with advice we will always make this clear to you in our documentation.

2. Relationship with BBPS Ltd

- 2.1. We are a Partner Broker of BBPS Ltd. BBPS Ltd is an independent insurance intermediary; authorised and regulated by the Financial Conduct Authority (FCA). Their Financial Services Register number is 307079. These details can be checked on the Financial Services Register by visiting the FCA's website at <https://register.fca.org.uk/> or by contacting the FCA on 0300 500 8082. BBPS Ltd provides us with access to products and services. BBPS Ltd may receive remuneration from insurers, finance providers and other associated business partners for business we place with them. Please ask us if you would like further information.

3. Our Remuneration and other Income

- 3.1. We reserve the right, at our discretion, to make a charge to cover the administration of your insurances, e.g. arranging a new policy, mid-term adjustments, short period or mid-term cancellations, renewals, and issue of replacement or duplicate documents. These fees may be subject to change and where this is the case you will always be advised of the actual fee in writing (see 3.3 and 8.1 and 8.3)
- 3.2. We usually receive commission from an insurer when placing your business and from a finance provider when arranging finance for you. We occasionally receive additional remuneration from insurers, finance providers and other associated business partners for business we place with them. Please ask us if you would like further information.
- 3.3. We charge a fee of £10 for Mid Term adjustments.

4. Commercial Customers Duty of Disclosure

- 4.1. Your policy documents will state your customer classification.
- 4.2. You must, at all times act with utmost good faith towards your insurer. This means that before your policy is placed, at renewal, when varying or extending the policy (and also during the policy period if your policy contains a particular clause stating that any change in circumstances must be advised to your insurer), you must disclose to us all information, facts and circumstances which are, or ought to be, known to you and which are material to the risk. When providing information or completing a proposal form or otherwise confirming any information to us, you should take care to ensure that the details provided are complete and accurate. You should note that your duty of disclosure is not confined to answering specific questions asked by us or your insurers and that all material circumstances should be disclosed to us whether or not we or your insurer has asked for the information. Circumstances which may be considered material are:
 - special or unusual facts relating to the risk;
 - any particular concerns which led you to seek insurance cover;
 - anything which would generally be understood as being something that should be disclosed for the type of risk in question.
- 4.3. If you are unsure whether a fact or circumstance should be disclosed, or whether the duty of disclosure information continues throughout the period of your policy you should disclose the information anyway as failure to do so may lead your insurer to reduce its claim payment, apply additional terms or even avoid your policy.
- 4.4. You should keep a record (including copies of letters) of all information provided for future reference.

5. Renewal of Contract

- 5.1. We will write to you in good time before your renewal date, offering your terms or in situations where we are not inviting renewal we will tell you. Renewal of the contract is based on the information you supplied when we arranged your current contract along with any amendments you have made during the period of cover. It is important that you tell us about any changes to your requirements.
- 5.2. Where we offer you renewal terms and your insurance is paid by continuous monthly direct debit instalments, in the absence of a response from you, we will deem this as your consent to renew automatically.

6. Payment of the Premium

- 6.1. You must provide the premium due in cleared funds in accordance with the amounts and dates specified in our payments options schedule. Failure to meet the payment date may lead to insurers cancelling your policy.
- 6.2. Please refer to our payment options schedule for full details on how to make a payment.
- 6.3. Please note that cover will cease if you fail to keep up payments under a credit agreement.

7. Cancellation Rights

7.1. Your policy documents will provide you with specific information on your full rights to cancel your insurance. A personal policy which lasts for more than one calendar month offers you the facility to cancel cover (providing there have been no claims), within 14 days from the policy start date or the date when you receive the full policy documentation from us or your insurers; whichever occurs later. You will be entitled to a refund of premium less our administration charge and a charge by your insurer for the time your insurance cover was in place.

8. Refund Procedures

8.1. Where you cancel your personal insurance outside the 14 day cancellation period, we reserve the right to charge for our time in providing you with advice and for the administration costs involved. In this case, we retain the original commissions and fees plus an additional £50 fee.

8.2. For some insurance contracts, insurers will not provide refunds for mid-term cancellation of cover. We will tell you if this affects you.

8.3. We do not provide refund payments of less than £50.00.

9. Notification of Claims or Incidents

9.1. Many insurers provide a 24 hour helpline in respect of claims. Please refer to your policy documents for contact details.

9.2. Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them either by contacting your insurer or ourselves.

9.3. If you receive correspondence from a third party about your claim please pass it to us or your insurer immediately and unanswered.

9.4. If you require any assistance with a claim or incident please contact us.

10. Client and Insurer Money

10.1. **We are not authorised to handle client monies, all client money is handled by BBPS Ltd.** Details of who BBPS Ltd are are shown in section 2 above. BBPS Ltd hold all client money in a trust account, the purpose of which is to protect you in the event of financial failure since, in such circumstances, general creditors would not be able to make claims on client money.

10.2. If BBPS Ltd hold money on a client's behalf, it will be held in a trust fund that is separate from their own cash assets. These separate trust fund arrangements are commonly known as 'client money'. If they were ever unable to pay their debts, then those to whom they owe money (their creditors) should not be able to make claims on their client money in the separate trust funds as it does not form part of their own cash assets.

10.3. The trust arrangement BBPS Ltd use for client money is known as a non-statutory trust. Here, they may use premiums and claims monies they receive to fund other clients' premiums and claims; for example they may pay a premium on to an insurer before they have received it from the client if they believe it is in the best interests of that client.

10.4. BBPS Ltd have agreements with some insurers (known as 'risk transfer agreements'). Under these risk transfer agreements the insurers agree that they are responsible to you for any premium that you have already paid to us and that the insurer remains responsible for any premium refunds or claims payments until the premium refund or claim payment is received by you. In this case BBPS Ltd may hold client money due to or from the insurers in the same trust fund.

10.5. Where BBPS Ltd do not have risk transfer agreements in place with insurers, the client money they hold will still be protected within the non-statutory trust. Money held as client money has priority over insurers to the money in the trust fund as insurers granting risk transfer have agreed to subordinate their interests in the trust to those of BBPS Ltd non risk transfer clients.

10.6. BBPS Ltd do not use client money to pay commission before they receive your premium.

10.7. When BBPS Ltd hold client money on trust for you this gives rise to fiduciary duties upon them that will not be discharged until the client money is deemed to have reached the insurer or product provider (as detailed above, this is when they receive premium in case of risk transfer agreements).

10.8. Without affecting BBPS Ltd's fiduciary duties to you, in some cases they may:

- hold client money in accounts which are outside of the United Kingdom and which may be subject to different legal and regulatory conditions and may treat money differently in the event of a bank failing. If you are a consumer (a person who buys products or services for personal use and not for business purposes) you can ask them not to put your client money in an account in a particular country.
- pass client money to another intermediary, including ones outside of the United Kingdom where different legal and regulatory conditions apply and where money may be treated differently in the event of an intermediary failing. If you are a consumer, you can ask them to pass your money to an intermediary outside of the United Kingdom or in a particular country.
- arrange to hold certain investments with a value at least equal to the money that would otherwise have been paid into a separate client account. If they do this, they will be responsible for meeting any shortfall in the client money funds if the shortfall is due to a reduction in the market value of those investments.

10.9. If, in the process of handing client money, they earn interest or benefit from investment income or from foreign rate movements, they will keep any such amounts.

11. Confidentiality and Security

11.1. To help make sure you receive a competitive quotation, offer of appropriate payment options, protection against fraud and to verify your identity, insurers may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your application proceeds.

11.2. All information on our records relating to you will be treated as private and confidential and will only be disclosed to others such as our business partners, insurers, credit providers and other third parties who are directly involved in the normal course of arranging and administering your insurance. By accessing our sites and using our services, you consent to any such transfer of information to a third party.

11.3. Where you have given us consent we may use the data we hold about you to provide you with a renewal quotation and information about products and services we consider may be appropriate.

11.4. Our Retention of your Personal Information - By using our services you consent to us and our partners retaining any personal information you have provided. We will retain any personal information only for as long as is necessary to fulfil the business purpose for which it was collected. We will also retain and use your personal information for as long as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Under the General Data Protection Regulations 2018, you have the right to ask us for a copy of any personal information about yourself that we hold on our records. Please contact us if you require any more information. For further information on your rights under the General Data Protection Regulations please refer to the Information Commissioners Office – www.ico.org.uk.

12. Termination of Agreement

12.1. Our agreement may be terminated by either one of us giving 14 days notice in writing to the other. You will be liable to pay for any outstanding transactions or adjustments prior to termination without any penalty fee as long as these are settled immediately on termination.

12.2. We will be entitled to retain any fees or commission payable in relation to business transacted prior to the date of termination.

13. Law and Jurisdiction

13.1. These Terms of Business which form our agreement with you, shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree with you otherwise.

14. Bribery and Corruption

14.1. Our company culture and ethics mean that we do not bribe or use any other means to improperly influence the decisions of clients, potential clients or government officials. Our business is structured with appropriate systems and controls so as to comply with the requirements of the Bribery Act 2010.

15. Sanctions

15.1. Both parties shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation.

16. Complaints

16.1. Our aim is to provide all of our clients with an excellent level of service, however we recognise that there may be occasions when you do not feel satisfied with the service you have received from us. Should you need to make a complaint please contact our Complaints Manager using any of the following methods:

email: reg@reghambly.co.uk

post: **Reg Hambly Insurance Brokers LLP**
20 Molesworth Street
Wadebridge
Cornwall
PL27 7DG
United Kingdom

Tel: **01208 816 440**

16.2. We aim to resolve complaints within 3 business days following receipt, however if we can't we will write to you within five working days to acknowledge your complaint and provide details of our complaint handling procedures and who is dealing with your complaint.

16.3. We aim to provide a final response to your complaint within eight weeks from the date of receipt of your complaint and if we cannot we will outline the reasons for the delay and provide you with an indication of when you can expect to receive a response.

16.4. If you are dissatisfied with our final response, or we have been unable to provide our final response to your complaint you may be eligible to refer the matter to the Financial Ombudsman Service (FOS) free of charge. Details of the eligibility criteria can be found in our complaints procedure or on the FOS website <https://financial-ombudsman.org.uk>. If you do decide to refer your complaint to the Ombudsman you must do so within six months of the date of our final response.

16.5. The FOS offer an independent service for resolving disputes and you can contact the FOS by:

- Calling their consumer helpline on 0800 0234 567 or 0300 1239 123;
- Writing to them at Exchange Tower, London E14 9SR;
- Emailing complaint.info@financial-ombudsman.org.uk.

16.6. We will include a copy of the Financial Ombudsman Service's leaflet in all resolution letters.

17. Solvency and Compensation

17.1. We do not guarantee the solvency of any insurer we place business with.

17.2. We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit lending. The FSCS is the UK's compensation fund of last resort for clients of authorised financial services firms. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

17.3. Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further details about the FSCS can be found on their website www.fscs.org.uk.

18. Conflicts of Interest

18.1. Our company ethics and culture towards customer service means that we never deliberately put ourselves in a position where our interests or our duty to another party prevents us from discharging our duty to you.

18.2. Where we become aware of any actual or potential conflict of interest we will tell you about the situation, the options available to you and we will ask for your consent to proceed.

Customer Service - Our Commitment to You

Our service

We are committed to providing you with a level of customer service that we can be proud of and that gives us the best possible chance of retaining you as our customer in the long term.

We work hard to ensure we value you as our customer and treat you fairly. We recognise that you have a choice of broker and are very grateful that you have chosen us to help you with your insurance needs. You can therefore be assured that we will put your interests first and provide you with a fair deal at all times.

Our advice

We are committed to ensuring that the advice, guidance and overall service we provide to you is complete, thorough, fit for purpose and transparent.

We continually review the insurers we recommend and the products they offer so we can be sure you receive the best cover with an insurer that is right for you.

We aim to always work in a fair, honest, transparent and professional way. Any information we give you (whether verbally or in writing) will be jargon-free and clear, fair and not misleading in any way. If you are unsure about any information we have provided to you, or feel you do not understand, please contact us for explanation and we will be happy to assist.

When we discuss your insurance with you, we will ask you questions about what you feel you need and require, which will help us to recommend the most suitable product to you. We will of course give you advice and help you to determine what cover is right for you, and if we cannot find a product that fully meets your needs, we will let you know. We will also bring to your attention any exclusions, warranties and conditions attached to the product so you know what you may not be covered for, as well as what you are.

If, for whatever reason, you do not feel the product we have recommended to you is what you expected it to be, then please do let us know. We can then review your details and discuss this with you.

We will not advise you to take out additional products which are unsuitable for you or without your knowledge. If you feel that a policy is not for you, please do let us know so we can work together to find something that fits your requirements.

If you are unhappy

We hope that you feel very satisfied with the service we provide to you. However there may be a time when you feel we have not done so; with the product or service we have provided to you. If this happens, please do get in touch with us and we will work with you to put it right at the earliest opportunity and with minimum disruption.

You can contact us by mail, email or phone via the details below. Our office hours are Monday to Friday between 9:00am and 5:00pm. Our postal address is: 20 Molesworth Street, Wadebridge, Cornwall, PL27 7DG our email address: reg@reghambly.co.uk our phone number: 01208 816440

Schedule of Services

What do we do for our Commercial customers?

The range of service delivered to you by our trained, professional staff depends upon the particular risks you face and therefore your demands and needs for insurance cover. However, we would remind you that we can only know and act upon the information you provide so it is always essential that you fully disclose the risks you face. To provide you with a flavour we've listed examples of what we do for our customers but please note that in some situations this may only involve part of what is listed.

Initially and at renewal - we will

- confirm the purpose of making contact with you
- answer your queries and provide insurance advice, as requested
- collate and check information required to review your risk and insurance demands & needs

Market search - we will

- identify insurance product features which match your demands & needs
- review relevant insurers for their pricing policy, policy terms, service standards, claims service etc.
- collate underwriting information and submit to insurers on your behalf
- monitor receipt of insurer's quotations and negotiate price, terms & conditions, as necessary

Reporting - we will confirm

- our personal recommendation as to how you should proceed
- the price and any significant or unusual conditions or exclusions of the insurance cover
- the width of our search of the market and whether under any contractual obligation to an insurer
- the principal we are acting for in searching the market
- if we have used another intermediary to place your insurance cover
- the principal we act for when settling a claim
- any fee or charges due in the period of the policy in addition to the insurance premium

Confirming cover - we will

- discuss our personal recommendation and take your instruction as to how you wish to proceed
- request insurers to hold cover under your instruction and confirm to you when they have agreed
- check the policy wording issued by your insurer for accuracy in meeting your demands & needs

Day-to-day – we will

- carry out regular analysis of the insurance market to provide professional advice
- answer queries on the policy cover, insurance matters or proposed change to your insurance risk
- confirm mid term adjustments to your insurer under your instruction

Claims - we will

- report claims on your behalf or ensure you have contact details for speedy reporting of a claim
- liaise with your insurer's Loss Adjuster, as necessary
- discuss and seek early resolution on any current or post-loss concerns you raise, with your insurer

Accounting - we will

- arrange premium finance where available, if requested
- issue an invoice detailing the payment we require
- reconcile your payment, pay your insurer or obtain return premiums for you, when appropriate.

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business or premium finance facility.

Date as postmarked

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

**20 Molesworth Street
 Wadebridge
 Cornwall
 PL27 7DG**

**Telephone: 01208 816 440
 E-mail: reg@reghambly.co.uk
 Web: www.reghamblyinsurance.co.uk**

Our Ref: 82017056

Dear Mr Bidgway,

Policy Type: Cyber Package

Further to our conversation, I have pleasure in confirming our quotation and recommendation for your Cyber Package Insurance policy. This quote is valid for 30 days from the date of this letter. A full statement of price is below along with payment options which are also attached.

The total price payable is £2,686.40 as shown in the price breakdown below.

Further details on how you can pay the premium are shown further below in this letter in the payment option schedule.

Please note that if you opt to pay the premium by the use of premium finance, then the total price payable is £2,901.31. The use of premium finance arrangements may be more expensive compared to paying for the policy upfront. For this policy, using finance as an option for payment will cost you an additional £214.91 than if you were to pay your policy in full.

Statement of Price

Your Premium breakdown for your Quotation with BBPS Limited t/a Hedron Connect	
Insurer / Provider Premium	£2,220.00
Insurance Premium Tax	£266.40
Insurer Administration Fee	£150.00
Broker Administration Fee	£50.00
Amount Due (excluding optional additional products)	£2,686.40

Reg Hambly Insurance Brokers LLP strives to provide you with the highest quality, independent expertise, advice and service to ensure that you get value for money from your insurance arrangements. Our aim is to ensure that you have peace of mind with the right cover provided by an insurer that has the ability and desire to pay your claims quickly and efficiently.

What is enclosed & why?

Reg Hambly Insurance Brokers LLP is authorised and regulated by the Financial Conduct Authority. This means that we are required to supply you with specific information, which is contained in the following documents:

- **Statement of Demands & Needs**
This includes details of cover, limits and exclusions and explains why we have made our recommendation.
- **Our Capacity & Services**
This provides you with confirmation of whether we are acting as your agent or agent of the insurer, explains what will happen in the event of a breach of warranty and provides instructions & guidance for your duty to make a fair presentation of the risk.
- **Payment Option Sheet**
This shows the different methods of payment including spreading the costs of your Insurance over a period of months.
- **Terms of Business**
Please read this carefully. It sets out the terms on which we agree to act for our clients and contains details of our regulatory and statutory responsibility.
- **Policy Summary**
This has been prepared by the insurer and gives a summary of the cover they are providing.
- **Proposal Form or Statement of Fact**
This is for you to complete and return to us (if requested).
- **Schedule of Services**

What do I do now?

Please do the following:

- Read the Summary of Cover / Keyfacts document enclosed for our recommended insurer contract. In particular, please read the section on unusual limitations or conditions to the cover.
- Please check the document marked "Statement of Demands & Needs". If there are any errors or changes in circumstances, you must contact us immediately.
- Please review our Terms of Business.

If you want to go ahead with cover;

- Please review and complete the Proposal Form / Statement of Fact
- Review and confirm with us your preferred payment option.
- Return to us; Payment (if paying by Cheque), the Proposal Form / Statement of Fact.

Any questions?

We trust that you will find this to your satisfaction, however please do not hesitate to contact us if you have any queries or concerns regarding this or any other aspect of your Insurances, or if you simply require some further information.

May we take this opportunity to advise you that Reg Hambly Insurance Brokers LLP are able to offer a range of insurance products and services, including all consumer and commercial insurances. If any of these areas are of interest, please contact us to discuss further.

Thank you for your quotation request, we look forward to being of service to you.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'PR' or similar initials, written in a cursive style.

Patrick Rushton (BA) Hons Cert CII
Partner
01208 816440
patrick@reghambly.co.uk

Statement of Demands & Needs - Important Information

Client Name : Bodmin Town Council

Our Ref : 82017056

We have assessed your demands and needs based on the information provided by you to Reg Hambly Insurance Brokers LLP and our recommendations are summarised below.

Policy Type	Insurer	Underlying Insurer	Underlying Insurer Exposure
Cyber Package	BBPS Limited t/a Hedron Connect	Certain Underwriters at Lloyd's	100.00%

Where there is an underlying insurer stated above, the policy is underwritten by that insurer(s). Please note that the liability of the underlying insurer(s) listed above in respect of losses under this policy is individually limited to the percentage set against their name and for no other amounts: -

Below you will find the following information:

- Information on cover provided
- Any significant warranties, conditions and/or exclusions (for full details of these please refer to your policy wording)
- The market selection process for each cover
- Personal recommendation
- Uninsured risk areas

Based on our knowledge, your stated main requirements are as follows:

Policy	Requirements
Cyber Package	A policy that provides cover against risks connected with operating on-line including: negligent acts, errors and omissions, breach of confidentiality, libel and slander, infringement of third party/ copyright, downloading of virus to third parties, and liability arising out of data protection legislation, damage to your computer network, loss of revenue and theft of money by electronic means.

Personal Recommendation and Market Selection

Based on this information and our knowledge of the markets we have recommended the following contracts because:

Policy	Recommendations and Market Selection
Cyber Package	Compared to other products in the market to which we have access, this product is competitively priced. A specialist insurer who are comfortable with your business description.

Covers Discussed but not taken up

Please see separate document - covers recommended but not taken up.

Covers requested by you but not provided by this quotation

None

This summary is not exhaustive, and if you require full details of cover or clarification of the terms you must refer to the policy document or contact the relevant personnel at Reg Hambly Insurance Brokers LLP.

Notwithstanding our market selection, we would be happy to approach other insurers on your behalf. Please advise if you would like us to do so.

Cyber Package

POLICYHOLDER	Bodmin Town Council
INSURER	BBPS Limited t/a Hedron Connect
QUOTE NUMBER	655255469
PERIOD OF INSURANCE	09/01/2024 to 08/01/2025
BUSINESS DESCRIPTION	Town council

Scope of Cover

Section 1:	Cyber
Section 2:	Business Interruption
Section 3:	Crime

Client details

Number of Employees	30
Wageroll (£)	500,000
Turnover (next twelve months) (£)	1,747,638
Turnover (last completed financial year) (£)	1,622,158
Percentage of annual turnover generated online	0

Turnover breakdown (Next twelve months)

From UK (%)	100.00
From EU (%)	0.00
From USA/Canada (%)	0.00
From rest of world (%)	0.00

Turnover breakdown (Last completed financial year)

From UK (%)	100.00
From EU (%)	0.00
From USA/Canada (%)	0.00
From rest of world (%)	0.00

Details of personal and sensitive information

Estimated total number of individuals (including prospective, current and former customers and employees) where records are stored and/or transacted containing any individual personal, financial or sensitive information 100,000

Section 1: Cyber

Limit of Indemnity

£ 2,000,000

Section 2: Business Interruption

Cover

Compensation for loss of income.

Sum Insured

£ 2,000,000.00

Section 3: Crime

Cover

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

Limit of Indemnity

£ 250,000

Excess

£ 2,500

General Clauses/Information

Subject To

This quote is subject to the following being provided by the stated deadline:

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. (14 days post binding)

Our Capacity and Services

The capacity in which we are acting

As an insurance intermediary we usually act as your agent and are therefore subject to the law of agency which imposes various duties on us. In certain circumstances we may act for and owe duties of care to insurers and the following table is provided to advise you when these circumstances may occur so you will be aware of any possible conflicts of interest.

Policy	Sourcing a suitable policy (i.e. when we get quotes for you)		Placing the insurance (i.e. when we arrange for your cover to start)		In the event of a claim	
	We act as your Agent	We act as agent of the insurer	We act as your Agent	We act as agent of the insurer	We act as your Agent	We act as agent of the insurer
Cyber Package	✓		✓			✓

Important

Instructions and guidance

Confidentiality and copyright

To protect our intellectual rights we ask that you don't show the information in this document, or the advice within it, to anyone else or reproduce it for them.

Breach of a Policy Warranty, Term or Condition

A breach of warranty suspends the cover provided by your insurance policy for the duration of the breach and the insurer is not obligated to pay any claims during this period. If you can fix the breach before a loss has occurred, your cover is restored.

However, if you do breach a warranty or other policy term, the insurer cannot rely on the non-compliance to refuse to pay a claim if you can prove that the breach did not increase the risk of the loss which occurred.

This does not apply to a term 'defining the risk as a whole' for example a policy term which defines the geographical area in which a loss must occur.

You need to take great care not to breach warranties, conditions precedent to liability and other policy terms and should notify us immediately of any breaches that occur during the policy period.

Your duty to make a fair presentation of the risk

You must make a fair presentation of the risk to us when you take out, renew or amend your policy. A fair presentation requires you to tell us about all facts and circumstances which may be material to the insurance, in a clear and accessible manner. Material facts are those which are likely to influence an insurer in the acceptance or assessment of the terms or pricing of your policy. If you are in any doubt as to whether a fact is material, you should tell us about it.

If you fail to make a fair presentation of the risk, where that failure is deliberate or reckless, or where, the insurer would not have accepted the policy had you told it about a material fact or circumstance, the insurer may treat your policy as if it had not existed and refuse to pay any claims. In other cases, the insurer may only pay part of the value of your claim or impose additional terms.

For these reasons, it is important that you check all of the facts, statements and information set out in the documentation provided by us are complete and accurate, and that you answer any questions completely and accurately. If there is more than one person involved in your business or employed by you, you should check with them, where appropriate, that the facts and statements that you make are complete and accurate.

Examples of people who should be included within the enquiries are (where applicable):

- Senior management within your business (which includes anyone who plays a significant role in making decisions about how your activities are to be managed or organised).
- A person for whom cover is provided by the contract of insurance.
- Anyone who is responsible for the procurement of your insurance.

If any of the facts, statements and information in this document, or any additional information provided are incomplete or inaccurate, you must contact us immediately. Failure to do so could invalidate your policy or lead to a claim not being paid.

Here are some examples of facts that should be disclosed (this list is not exhaustive):

- any special or unusual facts relating to the risk
- any particular concerns which led you to seek insurance cover
- officers of the business that have been convicted of criminal offences
- officers of the business that have been declared bankrupt or were previously a director of a failed business
- the company or director having been refused insurance cover or had a policy cancelled
- any losses arising out of fraud or dishonesty
- previous losses (regardless of fault or whether an insurance claim was made)
- a change to the business activities
- a change to the business / management structure
- connections with a country that is subject to sanctions

Your duty to notify us about certain facts regarding convictions, bankruptcy proceedings and refusals of insurance cover

You must notify us with the relevant details if your business or any company in the same group as your business, or any director or partner of your business or any group company (either personally or in any business capacity) has ever been, or is during the period of insurance:

- declared insolvent or bankrupt or the subject of bankruptcy proceedings
- the subject of a County Court judgment (or Scottish equivalent), or if there are any proceedings pending
- a director or partner in any business which is or has been the subject of a winding up or administrative order, or receivership or other insolvency proceedings
- convicted or charged with any criminal offence, or have a prosecution for such an offence pending, (except for the Road Traffic Act offences of parking or speeding on one occasion if there are no convictions)
- prosecuted or served with a notice of intended prosecution, or a prohibition notice in connection with a breach or alleged breach of any health and safety legislation
- refused or declined insurance cover or has or has ever had insurance cancelled, renewal refused or had special terms imposed.

This is very important because if you fail to notify us of any of the circumstances above, your insurance claim may be reduced or not paid, additional terms may be imposed or your policy cancelled. Please note that spent convictions do not need to be disclosed.

Your operations in countries that are subject to sanctions

You must notify us with the relevant details of all circumstances, including those which may arise during the period of your insurance cover, involving activity by your business or its group companies (including direct or indirect imports and exports, other forms of trading, services, travel and working abroad) in the following countries and territories:

Belarus, Crimea, Cuba, Democratic Republic of Congo, Iran, North Korea, Russia, Somalia, South Sudan, Sudan, Syria, Ukraine and Zimbabwe.

Your failure to disclose

If you do not notify us of the facts and circumstances described above, including those which may arise during the period of your insurance cover, we will treat this as confirmation from you that you have no information to supply in relation to that fact or circumstance. If you do not understand any point please ask for further information.

Confidentiality and copyright

To protect our intellectual rights we ask that you don't show the information in this document, or the advice within it, to anyone else or reproduce it for them.

Key conditions

Please take the time to read your policy documents and make sure you understand the terms and conditions. If you breach the conditions of your policy, then any claim that you make might not be paid or your cover may be withdrawn.

Reasonable care

Despite being insured, you still need to take the same care that you would if you weren't insured. And if something happens that could lead to a claim, you need to take reasonable steps to minimise any losses.

Subjectivities

Sometimes your insurer will need specific information from you or ask you to take particular action, and generally you will still be covered while doing what they've asked. If this happens we will make sure you know what to do and by when, and what will happen if you don't.

Terrorism

Most policies don't insure you against losses caused by terrorist activities. You can usually arrange separate cover for this, so please get in touch if you'd like a quotation.

Complaints

Sometimes things may not go entirely to plan. Both Reg Hambly Insurance Brokers LLP and the insurers we deal with welcome the opportunity to discuss any concerns that you may have about any aspect of the service you receive. Should you need to discuss a problem, please contact us in the first instance. Details of how to contact the insurer will be in the policy document.

Law applicable

You and the insurers are free to choose the laws applicable to a policy. As insurers are based in England, they propose to apply the laws of England and Wales and by purchasing a policy you will have agreed to this.

Payment Options

Client Name : Bodmin Town Council

Our Ref : 82017056

Your Premium breakdown for your Quotation with BBPS Limited t/a Hedron Connect	
Insurer / Provider Premium	£2,220.00
Insurance Premium Tax	£266.40
Insurer Administration Fee	£150.00
Broker Administration Fee	£50.00
Amount Due (excluding optional additional products)	
	£2,686.40

Finance Payment Options

Excluding optional additional products	
Amount Due	£2,686.40
Deposit	£0.00
Interest at 8.00%	£214.91
Finance Arrangement Fee (To be collected with first instalment)	£0.00
Total to Finance	£2,901.31
First Instalment	£290.14
Followed by 9 Instalments (per month)	£290.13
APR%	20.92

Please TICK the box to confirm the required payment method and return to us.
OUR REFERENCE: 82017056 - Bodmin Town Council

Payment Option Summary

TICK	OPTIONS	DESCRIPTION
	Pay by Cheque. (Please write 82017056 on the back)	Please return your cheque to our offices made payable to BBPS LTD REG HAMBL Y LTD NST
	Pay By Debit Card	Contact us on: 01208 816440
	Pay By Third Party Loan	<p>See loan facility above. Loan is provided by Close Brothers Premium Finance. Please be aware that you assign all rights, title and interest to any policy financed through the above arrangement to Close Brothers Premium Finance, along with any sums payable to you by virtue of that policy.</p> <p>Please note the use of premium finance arrangements may be more expensive compared to paying for the policy upfront.</p> <p>Contact us on: 01208 816440</p>
	Pay By Insurer Direct Debit	Please see Direct Debit details attached (if applicable)
	Pay By BACS (Directly in to our Bank Account)	Contact us on
		01208 816440
		Bank Name
		Barclays Bank
		Account Name
		BBPS LTD REG HAMBL Y LTD NST
		Sort Code
		20-67-59
		Account Number
		03707474

Terms of Business Agreement - Commercial Customers

Reg Hambly Insurance Brokers LLP

Please read this document carefully. It sets out the terms and conditions on which we agree to act for you, contains details of our responsibilities together with your responsibilities both to us, to insurers and to other third party providers. Please contact us immediately if there is anything in this document that you do not understand or with which you disagree.

In the interests of security, staff training and to generally improve our service please be aware that telephone calls may be monitored and/or recorded.

1. Our Service

- 1.1. Reg Hambly Insurance Brokers LLP is an independent insurance intermediary; authorised and regulated by the Financial Conduct Authority (FCA). Our Financial Services Register number is 813314. These details can be checked on the Financial Services Register by visiting the FCA's website <https://register.fca.org.uk/> or by contacting the FCA on 0300 500 8082.
- 1.2. We are permitted to arrange, advise on, deal as an agent of insurers, assist in claims handling, help with ongoing changes, introduce to an insurer/finance provider(s) and arrange lending facilities, collect debt and administer debts in respect of general insurance policies on behalf of our clients.
- 1.3. We have access to leading insurers and often we select your insurance product from a wide range of insurers, however there are times when we use a select panel of insurers/finance providers. Please ask us if you would like a list of these insurers. At our discretion, we offer clients the options to pay by instalments through Close Brothers Premium Finance. We will always advise you of our selection range prior to you committing to purchase an insurance policy or take out a finance agreement. In certain circumstances we may use the services of another intermediary to place your insurance and in these circumstances we will always advise you of the name of that intermediary.
- 1.4. Upon assessment of your requirements we will make a recommendation for a particular insurance product. Our advice will be confirmed in a demands and needs statement which will clearly state the reasons for our recommendation. In some circumstances we may not provide advice, for example if we renew your insurance cover with your existing insurer without rebroking your insurance and where no recommendation has been provided; and/or if we simply provide you with information on a product. If we do not provide you with advice we will always make this clear to you in our documentation.

2. Relationship with BBPS Ltd

- 2.1. We are a Partner Broker of BBPS Ltd. BBPS Ltd is an independent insurance intermediary; authorised and regulated by the Financial Conduct Authority (FCA). Their Financial Services Register number is 307079. These details can be checked on the Financial Services Register by visiting the FCA's website at <https://register.fca.org.uk/> or by contacting the FCA on 0300 500 8082. BBPS Ltd provides us with access to products and services. BBPS Ltd may receive remuneration from insurers, finance providers and other associated business partners for business we place with them. Please ask us if you would like further information.

3. Our Remuneration and other Income

- 3.1. We reserve the right, at our discretion, to make a charge to cover the administration of your insurances, e.g. arranging a new policy, mid-term adjustments, short period or mid-term cancellations, renewals, and issue of replacement or duplicate documents. These fees may be subject to change and where this is the case you will always be advised of the actual fee in writing (see 3.3 and 8.1 and 8.3)
- 3.2. We usually receive commission from an insurer when placing your business and from a finance provider when arranging finance for you. We occasionally receive additional remuneration from insurers, finance providers and other associated business partners for business we place with them. Please ask us if you would like further information.
- 3.3. We charge a fee of £10 for Mid Term adjustments.

4. Commercial Customers Duty of Disclosure

- 4.1. Your policy documents will state your customer classification.
- 4.2. You must, at all times act with utmost good faith towards your insurer. This means that before your policy is placed, at renewal, when varying or extending the policy (and also during the policy period if your policy contains a particular clause stating that any change in circumstances must be advised to your insurer), you must disclose to us all information, facts and circumstances which are, or ought to be, known to you and which are material to the risk. When providing information or completing a proposal form or otherwise confirming any information to us, you should take care to ensure that the details provided are complete and accurate. You should note that your duty of disclosure is not confined to answering specific questions asked by us or your insurers and that all material circumstances should be disclosed to us whether or not we or your insurer has asked for the information. Circumstances which may be considered material are:
 - special or unusual facts relating to the risk;
 - any particular concerns which led you to seek insurance cover;
 - anything which would generally be understood as being something that should be disclosed for the type of risk in question.
- 4.3. If you are unsure whether a fact or circumstance should be disclosed, or whether the duty of disclosure information continues throughout the period of your policy you should disclose the information anyway as failure to do so may lead your insurer to reduce its claim payment, apply additional terms or even avoid your policy.
- 4.4. You should keep a record (including copies of letters) of all information provided for future reference.

5. Renewal of Contract

- 5.1. We will write to you in good time before your renewal date, offering your terms or in situations where we are not inviting renewal we will tell you. Renewal of the contract is based on the information you supplied when we arranged your current contract along with any amendments you have made during the period of cover. It is important that you tell us about any changes to your requirements.
- 5.2. Where we offer you renewal terms and your insurance is paid by continuous monthly direct debit instalments, in the absence of a response from you, we will deem this as your consent to renew automatically.

6. Payment of the Premium

- 6.1. You must provide the premium due in cleared funds in accordance with the amounts and dates specified in our payments options schedule. Failure to meet the payment date may lead to insurers cancelling your policy.
- 6.2. Please refer to our payment options schedule for full details on how to make a payment.
- 6.3. Please note that cover will cease if you fail to keep up payments under a credit agreement.

7. Cancellation Rights

7.1. Your policy documents will provide you with specific information on your full rights to cancel your insurance. A personal policy which lasts for more than one calendar month offers you the facility to cancel cover (providing there have been no claims), within 14 days from the policy start date or the date when you receive the full policy documentation from us or your insurers; whichever occurs later. You will be entitled to a refund of premium less our administration charge and a charge by your insurer for the time your insurance cover was in place.

8. Refund Procedures

8.1. Where you cancel your personal insurance outside the 14 day cancellation period, we reserve the right to charge for our time in providing you with advice and for the administration costs involved. In this case, we retain the original commissions and fees plus an additional £50 fee.

8.2. For some insurance contracts, insurers will not provide refunds for mid-term cancellation of cover. We will tell you if this affects you.

8.3. We do not provide refund payments of less than £50.00.

9. Notification of Claims or Incidents

9.1. Many insurers provide a 24 hour helpline in respect of claims. Please refer to your policy documents for contact details.

9.2. Please ensure that you report all incidents that could give rise to a claim as soon as you become aware of them either by contacting your insurer or ourselves.

9.3. If you receive correspondence from a third party about your claim please pass it to us or your insurer immediately and unanswered.

9.4. If you require any assistance with a claim or incident please contact us.

10. Client and Insurer Money

10.1. **We are not authorised to handle client monies, all client money is handled by BBPS Ltd.** Details of who BBPS Ltd are are shown in section 2 above. BBPS Ltd hold all client money in a trust account, the purpose of which is to protect you in the event of financial failure since, in such circumstances, general creditors would not be able to make claims on client money.

10.2. If BBPS Ltd hold money on a client's behalf, it will be held in a trust fund that is separate from their own cash assets. These separate trust fund arrangements are commonly known as 'client money'. If they were ever unable to pay their debts, then those to whom they owe money (their creditors) should not be able to make claims on their client money in the separate trust funds as it does not form part of their own cash assets.

10.3. The trust arrangement BBPS Ltd use for client money is known as a non-statutory trust. Here, they may use premiums and claims monies they receive to fund other clients' premiums and claims; for example they may pay a premium on to an insurer before they have received it from the client if they believe it is in the best interests of that client.

10.4. BBPS Ltd have agreements with some insurers (known as 'risk transfer agreements'). Under these risk transfer agreements the insurers agree that they are responsible to you for any premium that you have already paid to us and that the insurer remains responsible for any premium refunds or claims payments until the premium refund or claim payment is received by you. In this case BBPS Ltd may hold client money due to or from the insurers in the same trust fund.

10.5. Where BBPS Ltd do not have risk transfer agreements in place with insurers, the client money they hold will still be protected within the non-statutory trust. Money held as client money has priority over insurers to the money in the trust fund as insurers granting risk transfer have agreed to subordinate their interests in the trust to those of BBPS Ltd non risk transfer clients.

10.6. BBPS Ltd do not use client money to pay commission before they receive your premium.

10.7. When BBPS Ltd hold client money on trust for you this gives rise to fiduciary duties upon them that will not be discharged until the client money is deemed to have reached the insurer or product provider (as detailed above, this is when they receive premium in case of risk transfer agreements).

10.8. Without affecting BBPS Ltd's fiduciary duties to you, in some cases they may:

- hold client money in accounts which are outside of the United Kingdom and which may be subject to different legal and regulatory conditions and may treat money differently in the event of a bank failing. If you are a consumer (a person who buys products or services for personal use and not for business purposes) you can ask them not to put your client money in an account in a particular country.
- pass client money to another intermediary, including ones outside of the United Kingdom where different legal and regulatory conditions apply and where money may be treated differently in the event of an intermediary failing. If you are a consumer, you can ask them to pass your money to an intermediary outside of the United Kingdom or in a particular country.
- arrange to hold certain investments with a value at least equal to the money that would otherwise have been paid into a separate client account. If they do this, they will be responsible for meeting any shortfall in the client money funds if the shortfall is due to a reduction in the market value of those investments.

10.9. If, in the process of handing client money, they earn interest or benefit from investment income or from foreign rate movements, they will keep any such amounts.

11. Confidentiality and Security

11.1. To help make sure you receive a competitive quotation, offer of appropriate payment options, protection against fraud and to verify your identity, insurers may use publicly available data which they obtain from a variety of sources, including a credit reference agency and other external organisations. Their search will appear on your credit report whether or not your application proceeds.

11.2. All information on our records relating to you will be treated as private and confidential and will only be disclosed to others such as our business partners, insurers, credit providers and other third parties who are directly involved in the normal course of arranging and administering your insurance. By accessing our sites and using our services, you consent to any such transfer of information to a third party.

11.3. Where you have given us consent we may use the data we hold about you to provide you with a renewal quotation and information about products and services we consider may be appropriate.

11.4. Our Retention of your Personal Information - By using our services you consent to us and our partners retaining any personal information you have provided. We will retain any personal information only for as long as is necessary to fulfil the business purpose for which it was collected. We will also retain and use your personal information for as long as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Under the General Data Protection Regulations 2018, you have the right to ask us for a copy of any personal information about yourself that we hold on our records. Please contact us if you require any more information. For further information on your rights under the General Data Protection Regulations please refer to the Information Commissioners Office – www.ico.org.uk.

12. Termination of Agreement

12.1. Our agreement may be terminated by either one of us giving 14 days notice in writing to the other. You will be liable to pay for any outstanding transactions or adjustments prior to termination without any penalty fee as long as these are settled immediately on termination.

12.2. We will be entitled to retain any fees or commission payable in relation to business transacted prior to the date of termination.

13. Law and Jurisdiction

13.1. These Terms of Business which form our agreement with you, shall be governed by and construed in accordance with the laws of England and the exclusive jurisdiction of the English courts unless we agree with you otherwise.

14. Bribery and Corruption

14.1. Our company culture and ethics mean that we do not bribe or use any other means to improperly influence the decisions of clients, potential clients or government officials. Our business is structured with appropriate systems and controls so as to comply with the requirements of the Bribery Act 2010.

15. Sanctions

15.1. Both parties shall pay due regard to, and co-operate in respect of the observance of, any applicable international economic, financial or trade sanctions legislation.

16. Complaints

16.1. Our aim is to provide all of our clients with an excellent level of service, however we recognise that there may be occasions when you do not feel satisfied with the service you have received from us. Should you need to make a complaint please contact our Complaints Manager using any of the following methods:

email: reg@reghambly.co.uk

post: **Reg Hambly Insurance Brokers LLP**
20 Molesworth Street
Wadebridge
Cornwall
PL27 7DG
United Kingdom

Tel: **01208 816 440**

16.2. We aim to resolve complaints within 3 business days following receipt, however if we can't we will write to you within five working days to acknowledge your complaint and provide details of our complaint handling procedures and who is dealing with your complaint.

16.3. We aim to provide a final response to your complaint within eight weeks from the date of receipt of your complaint and if we cannot we will outline the reasons for the delay and provide you with an indication of when you can expect to receive a response.

16.4. If you are dissatisfied with our final response, or we have been unable to provide our final response to your complaint you may be eligible to refer the matter to the Financial Ombudsman Service (FOS) free of charge. Details of the eligibility criteria can be found in our complaints procedure or on the FOS website <https://financial-ombudsman.org.uk>. If you do decide to refer your complaint to the Ombudsman you must do so within six months of the date of our final response.

16.5. The FOS offer an independent service for resolving disputes and you can contact the FOS by:

- Calling their consumer helpline on 0800 0234 567 or 0300 1239 123;
- Writing to them at Exchange Tower, London E14 9SR;
- Emailing complaint.info@financial-ombudsman.org.uk.

16.6. We will include a copy of the Financial Ombudsman Service's leaflet in all resolution letters.

17. Solvency and Compensation

17.1. We do not guarantee the solvency of any insurer we place business with.

17.2. We are covered by the Financial Services Compensation Scheme (FSCS) for insurance mediation only; this does not extend to consumer credit lending. The FSCS is the UK's compensation fund of last resort for clients of authorised financial services firms. You may be entitled to compensation from the FSCS if we cannot meet our obligations. This depends on the type of business and circumstances of the claim.

17.3. Insurance advising and arranging is covered for 90% of the claim with no upper limit, although compulsory insurance is protected in full. Further details about the FSCS can be found on their website www.fscs.org.uk.

18. Conflicts of Interest

18.1. Our company ethics and culture towards customer service means that we never deliberately put ourselves in a position where our interests or our duty to another party prevents us from discharging our duty to you.

18.2. Where we become aware of any actual or potential conflict of interest we will tell you about the situation, the options available to you and we will ask for your consent to proceed.

Customer Service - Our Commitment to You

Our service

We are committed to providing you with a level of customer service that we can be proud of and that gives us the best possible chance of retaining you as our customer in the long term.

We work hard to ensure we value you as our customer and treat you fairly. We recognise that you have a choice of broker and are very grateful that you have chosen us to help you with your insurance needs. You can therefore be assured that we will put your interests first and provide you with a fair deal at all times.

Our advice

We are committed to ensuring that the advice, guidance and overall service we provide to you is complete, thorough, fit for purpose and transparent.

We continually review the insurers we recommend and the products they offer so we can be sure you receive the best cover with an insurer that is right for you.

We aim to always work in a fair, honest, transparent and professional way. Any information we give you (whether verbally or in writing) will be jargon-free and clear, fair and not misleading in any way. If you are unsure about any information we have provided to you, or feel you do not understand, please contact us for explanation and we will be happy to assist.

When we discuss your insurance with you, we will ask you questions about what you feel you need and require, which will help us to recommend the most suitable product to you. We will of course give you advice and help you to determine what cover is right for you, and if we cannot find a product that fully meets your needs, we will let you know. We will also bring to your attention any exclusions, warranties and conditions attached to the product so you know what you may not be covered for, as well as what you are.

If, for whatever reason, you do not feel the product we have recommended to you is what you expected it to be, then please do let us know. We can then review your details and discuss this with you.

We will not advise you to take out additional products which are unsuitable for you or without your knowledge. If you feel that a policy is not for you, please do let us know so we can work together to find something that fits your requirements.

If you are unhappy

We hope that you feel very satisfied with the service we provide to you. However there may be a time when you feel we have not done so; with the product or service we have provided to you. If this happens, please do get in touch with us and we will work with you to put it right at the earliest opportunity and with minimum disruption.

You can contact us by mail, email or phone via the details below. Our office hours are Monday to Friday between 9:00am and 5:00pm. Our postal address is: 20 Molesworth Street, Wadebridge, Cornwall, PL27 7DG our email address: reg@reghambly.co.uk our phone number: 01208 816440

Schedule of Services

What do we do for our Commercial customers?

The range of service delivered to you by our trained, professional staff depends upon the particular risks you face and therefore your demands and needs for insurance cover. However, we would remind you that we can only know and act upon the information you provide so it is always essential that you fully disclose the risks you face. To provide you with a flavour we've listed examples of what we do for our customers but please note that in some situations this may only involve part of what is listed.

Initially and at renewal - we will

- confirm the purpose of making contact with you
- answer your queries and provide insurance advice, as requested
- collate and check information required to review your risk and insurance demands & needs

Market search - we will

- identify insurance product features which match your demands & needs
- review relevant insurers for their pricing policy, policy terms, service standards, claims service etc.
- collate underwriting information and submit to insurers on your behalf
- monitor receipt of insurer's quotations and negotiate price, terms & conditions, as necessary

Reporting - we will confirm

- our personal recommendation as to how you should proceed
- the price and any significant or unusual conditions or exclusions of the insurance cover
- the width of our search of the market and whether under any contractual obligation to an insurer
- the principal we are acting for in searching the market
- if we have used another intermediary to place your insurance cover
- the principal we act for when settling a claim
- any fee or charges due in the period of the policy in addition to the insurance premium

Confirming cover - we will

- discuss our personal recommendation and take your instruction as to how you wish to proceed
- request insurers to hold cover under your instruction and confirm to you when they have agreed
- check the policy wording issued by your insurer for accuracy in meeting your demands & needs

Day-to-day – we will

- carry out regular analysis of the insurance market to provide professional advice
- answer queries on the policy cover, insurance matters or proposed change to your insurance risk
- confirm mid term adjustments to your insurer under your instruction

Claims - we will

- report claims on your behalf or ensure you have contact details for speedy reporting of a claim
- liaise with your insurer's Loss Adjuster, as necessary
- discuss and seek early resolution on any current or post-loss concerns you raise, with your insurer

Accounting - we will

- arrange premium finance where available, if requested
- issue an invoice detailing the payment we require
- reconcile your payment, pay your insurer or obtain return premiums for you, when appropriate.

You are entitled, at any time, to request information regarding any commission which we may have received as a result of placing your insurance business or premium finance facility.

INDICATION OF TERMS

REFERENCE NUMBER:	3967983
COMPANY NAME:	Bodmin Town Council
TOTAL PAYABLE:	GBP1,818.80
Premium breakdown:	
Cyber & Privacy:	GBP750.00
Cyber Crime:	GBP740.00
Policy Administration Fee:	GBP150.00
Tax:	GBP178.80
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:	This quote is subject to the following being provided by the stated deadline: 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)
POLICY PERIOD:	12 months
DATE OF ISSUE:	05 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: GBP500,000 each and every claim

Deductible: GBP0 each and every claim

SECTION B: LEGAL AND REGULATORY COSTS

Limit of liability: GBP500,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION C: IT SECURITY AND FORENSIC COSTS

Limit of liability: GBP500,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION D: CRISIS COMMUNICATION COSTS

Limit of liability: GBP500,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION E: PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: GBP500,000 each and every claim

Deductible: GBP2,500 each and every claim

SECTION F: THIRD PARTY PRIVACY BREACH MANAGEMENT COSTS

Limit of liability: GBP500,000 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: GBP500,000 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: GBP500,000 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: GBP500,000 each and every claim, sub-limited to GBP500,000 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: GBP500,000 each and every claim, sub-limited to GBP500,000 in respect of **system failure**

Deductible: GBP2,500 each and every claim

SECTION E: CONSEQUENTIAL REPUTATIONAL HARM

Limit of liability: GBP500,000 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: GBP500,000 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:	GBP500,000	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:	GBP500,000	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:	GBP500,000	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:	GBP500,000	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:	GBP500,000	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:	GBP500,000	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:	GBP500,000	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:	3967991
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. (14 days post binding)
POLICY PERIOD:	12 months
DATE OF ISSUE:	05 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: 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:	3968002
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:	This quote is subject to the following being provided by the stated deadline: <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. (14 days post binding)
POLICY PERIOD:	12 months
DATE OF ISSUE:	05 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

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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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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: GBP2,000,000 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: 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



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 attack 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.

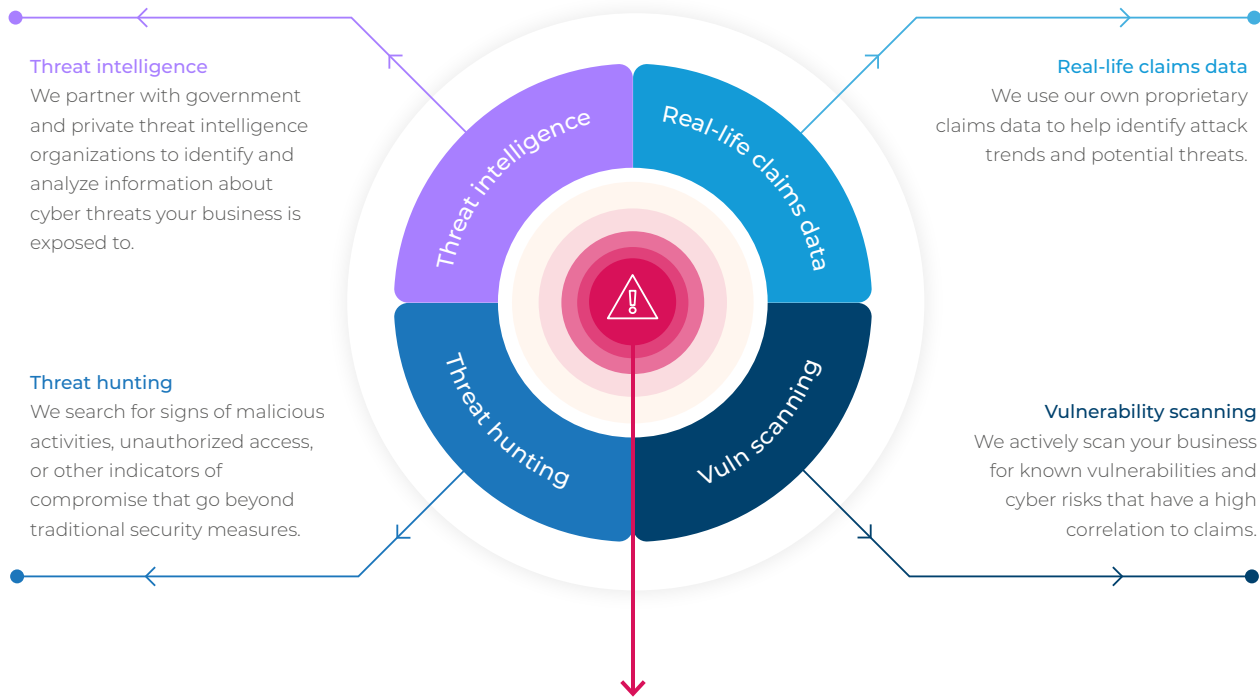


Cyber Insurer of the Year

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

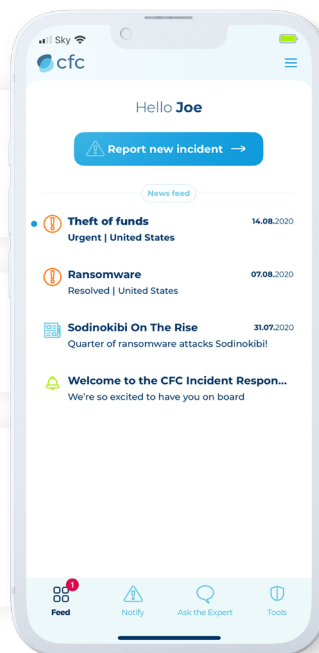
Expert technical support in an immediate and secure channel

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

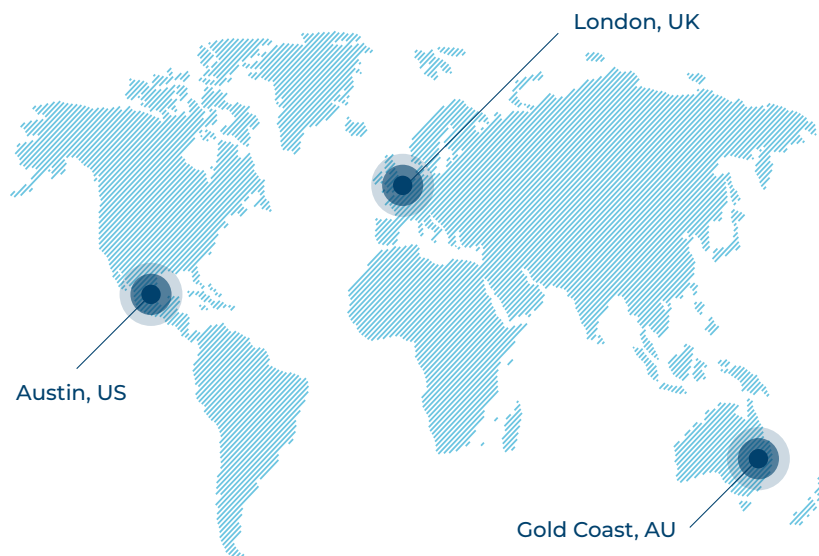
Zywave Cyber Risk Awards

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).