

Private & Confidential

Mrs Claire Aldridge
Bodmin Town Council
Shire House
Mount Folly Square
Bodmin
Cornwall
PL31 2DQ
United Kingdom

7th February 2024

Dear Claire,

Insurance Policy: Cyber Package
Client Name: Bodmin Town Council
Client Reference Number: 63366404
Quote Reference: 635329662
Effective Date: 15/02/2024

Following our recent discussions, we are delighted that you have requested a quotation from Gallagher.

Enclosed is your quotation, which is valid for 90 days from the date of this letter. This is based on your requirements which you disclosed to us in our recent discussions. Our understanding of your requirements are shown in the enclosed documentation.

There are a number of documents enclosed and it is important that you review each of them. Within this letter we have summarised what we consider to be the most important points to assist you. We have directed you to those documents, or parts of documents, which you must read carefully.

Your Premium(s) for the forthcoming year are detailed as follows:

Policy	Insurer	Premium	Insurance Premium Tax	Administration Fee(s)	Total Due
Cyber Package	Coalition Risk Solutions Ltd	£456.00	£54.72	£50.00	£560.72
Total		£456.00	£54.72	£50.00	£560.72

Cyber Package

Your Requirements and Our Recommendations

Cyber Insurance

Our Recommendation(s)

Blenheim House
1-2 Bridge Street
Guildford
Surrey
GU1 4RY

Tel: 01483 462 860

www.ajg.com/uk

We recommend that this policy is placed with Coalition Risk Solutions Ltd based upon your requirements to purchase a Cyber Insurance policy and the price, extent of cover and policy benefits provided by the insurer.

Our recommendation is based on your requirements to the levels of cover we have discussed which is summarised in the attached quotation schedule and statement of fact.

- We have recommended that your cover is placed with the insurer(s) named within your schedule.
- We believe the cover(s) provided is the most suitable from the insurers that we have approached and based on the information you have provided.
- Please ensure you read your documentation pack carefully to confirm that the cover meets your requirements, paying particular attention to exclusions, warranties, conditions, excesses and limits.

If you require any changes to be made or information corrected, please contact us as soon as possible, as failure to do so could mean that your insurance is voided, or may lead to the insurer not paying all or part of your claim.

We would draw your attention to your Duty of Fair Presentation obligations, along with the importance of checking that you have adequate sums insured. Full details can be found in the Important Information section.

We would draw your attention to your Duty of Fair Presentation obligations, along with the importance of checking that you have adequate sums insured. Full details can be found in the Important Information section.

Market Selection

We have obtained terms from one insurer only.

Significant Terms, Conditions, Warranties, Exclusions and Subjectivities

Your **policy documents** will record what is insured and against what **Insured Perils** (risks) apply, along with details of any **Warranties** which sets out those things which you must make sure happen or have in place at all times. Your cover may be subject to **Exclusions** and **Endorsements**, which set out additional **Policy Terms** which are particularly important. Please also consider any **Conditions** with which you have to comply in order for your cover to be valid and for you to make a claim.

It is important that you read and make sure that you understand the full extent of the cover that is provided by your insurance policy. The policy wording should be read in conjunction with your policy schedule. Please read these carefully as they may have an impact on the validity of your cover and/or your ability to make recovery for any claims made.

If there are any areas of the policy which you are concerned about or do not understand, or where you are unable to comply, then please contact us to discuss in further detail. It may be possible, albeit at higher cost, to obtain wider or less restrictive cover.

Payment Options

Our standard payment terms are payment on or before your policy inception or renewal date. This ensures we receive your funds in time to settle our Insurer accounts where there are strict requirements.

You can pay by the following options:-

- Direct Debit with Insurers (if available)



Insurance | Risk Management | Consulting

- Bank Transfer (BACS)

Next Steps

Should you need any assistance or wish to review our recommendation in anyway, please do contact Gallagher Insurance on 01483 462860 or via community@ajg.com.

We look forward to receiving your instructions.

Yours sincerely,

Team Broking

Direct Dial:

Email:

Enclosures	Action Required by You
Statement of Fact(s)	Information you have provided to us and on which your policy is based. Please review and advise us of any changes required.
Quote Schedule(s)	Please review and advise us immediately if there are any terms you are unable to comply with or do not understand.
Policy Summary(s)) Notice to Policyholder/Summary of Changes	An overview of the proposed cover including limits. Please read in conjunction with your policy and advise us immediately if there are any terms you are unable to comply with or do not understand.
Policy Wording(s)	A Policy Wording outlining the full terms and conditions is enclosed for your review.
Important Information	Please read and retain.
Our Terms of Business	Please read and retain.

Our Service & Remuneration

The table below indicates 'how we are paid for our services'. Further information is available in our Terms of Business Agreement that can be located further on in this letter.

Policy Cover	Broker Fee	Commission	Admin Fee
Cyber Package	x	✓	✓

Important Information

Please read this section carefully **as it contains important terms and may require you to take action.**

1. Sums Insured and Under-Insurance (Average)

Please ensure you are insured for the full value of risk in accordance with the policy terms and conditions. We strongly recommend that you obtain professional valuations for reinstatement purposes of buildings, machinery and plant at regular intervals. Sums insured and limits of indemnity should be kept under review throughout the period of insurance.

It is important that you are NOT under-insured. Make sure you have insured your buildings for the full rebuilding cost including allowances for architects costs and site clearance, and your contents for their full replacement value as new items.

You must notify us if the full replacement value of your contents or full rebuilding cost of your buildings exceeds the amount shown on your schedule.

The insurer will only be able to settle claims at the percentage you are actually insured for. For example, if the value of your contents shown on your schedule only represents 70% of the full replacement value then the insurer will not pay more than 70% of your claim.

2. Duty of Fair Presentation

When you answer questions or agree with assumptions during the quotation process, you must disclose material facts or circumstances about the risk(s) you want to insure. A material fact or circumstance is something that would influence the judgement of an insurer in deciding whether or not to insure the risk.

This is known as a 'duty of fair presentation' and includes disclosing the following:

- Information that you, your firm's senior management, or anyone responsible for arranging your insurance knows, or should know in relation to your business; and
- Information that would be revealed by a reasonable search of information available to you or by making enquiries, and could include information held within your business or by someone else (such as your insurance broker).
- Remember that if you fail to meet this duty, it could mean that the policy is void, or that the insurer is not liable to pay all or part of your claim(s).

Examples of material facts or circumstances include the following (please note these have been provided as examples only and the list is not exhaustive):

- Being declared bankrupt, participating in an Individual Voluntary Arrangement (IVA) or protected deed of trust in Scotland or making a compromise arrangement with creditors.
- Other policies in place covering the same risk.
- Previous claims or incidents which may have led to a claim but for which you did not actually submit a claim.

- Any caution, charge or conviction of a criminal offence for you or any director/business partner/trustee
- Any motoring convictions or disqualification by any director/business partner/trustee or any driver of a company vehicle in respect of a motor insurance application
- The organisation, directors, partners or trustees having been prosecuted or received a prohibition or improvement notice for failure to comply with any Health and Safety, Welfare or Environmental Protection legislation
- Being declined cover by other insurers or having special terms imposed
- Changes to your business activities
- Changes to the Police response to alarm signals.

Please remember that if any of your details, material facts or circumstances change during the policy period, you must always notify us immediately.

3. Policy Terms, Conditions and Exclusions

Insurers may impose warranties and/or restrictive endorsements and where any of your policies are subject to a warranty, compliance is an absolute requirement at all times.

In addition to warranties (or in some instances, in place of) policies may contain "conditions precedent to liability". Failure to comply with a condition precedent may mean that the insurer will not be liable for any loss.

Please pay particular attention to any warranties and/or restrictive endorsements as failure to fully comply with any warranty/endorsement terms could suspend or invalidate the policy cover.

Similarly, policies also contain general conditions that apply to all policyholders; for example, 'Notification of Claims' and alteration in risk. You should familiarise yourself and comply with all conditions.

Full details of any warranties, terms, conditions and exclusions are contained within your policy wording and schedule. **For your protection, it is essential that you read your policies carefully to ensure you are familiar with all of the terms, warranties, conditions and exclusions.**

If at any time you are unable to comply with a warranty, condition precedent to liability, or any other policy terms, conditions, exclusions or insurers' requirements, please let us know immediately as the requirements imposed will continue to apply until insurers have accepted that you are compliant with policy terms and confirmed cover.

If you have any queries or questions regarding the policy term, conditions or exclusions please contact us immediately.

4. Administration Fees

Where we charge an administration fee in respect of the operational cost of setting up, administering or cancelling your policy, e.g. postage, stationery and licensing fees. The administration fee is not subject to Insurance Premium Tax and is separate to any other

broker fee charged and/or commission earned for our services.

Activity	Annual premium under £500	Annual premium over £500
New Business and Renewal administration fee	£50	£65
Cancellation administration fee	£50	£50
Mid-term adjustment administration fee	£50	£50

There is a cap of £350 in total for administration fees per customer per year.

5. Basis of our services

The services we provide are outlined in our **Terms of Business Agreement (TOBA)**. A copy of which is provided in Appendix 1 of this report. **Please read this carefully as we will provide our services in line with this.**

We act on an 'advised' basis which means that we will be making a personal recommendation of a specific insurance policy(ies) based on information you have given us around your particular requirements and circumstances. When acting on an 'advised' basis, we act as Agent of the Customer (that is to say, we represent the customer) in order to select appropriate cover(s) from different insurance markets.

6. Short Form Privacy Notice

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/>

From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your

employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

7. Fraud Awareness

To help prevent fraud - before requesting your bank details to provide you with a refund by phone, we will always validate with you information that we hold on file; information that only you would know. This information could include your address or specific policy details. Any refund we provide will only be for one of three reasons:

- 1) overpaid funds
- 2) a reduction in your cover
- 3) cancellation

Arthur J. Gallagher Insurance Brokers Limited will never request sensitive information, such as, passwords, usernames or a mother's maiden name.

If you receive a phone call and are unsure it is from us, you can always call us to verify we are who we say we are. Please call your usual contact, or call us on the telephone number shown within this document.

8. Making a Claim

Step 1 Reporting a claim

- You will need to notify your insurer as soon as possible after an incident, preferably by telephone.
- You will find your insurer's claims line number within your policy document, as well as highlighted within your renewal pack.
- Delay in notifying your insurer of an incident or a claim can potentially prejudice your/your insurer's position and can cause difficulty with acceptance of your claim, either in part or in full.
- In the event of injury and/or damage to another party or their property, it is important that no admission of liability is made, as this may also prejudice your/your insurer's position. Any third party claim or correspondence should be immediately passed to your insurers, unanswered.
- Appropriate steps should be taken to minimise any further loss or damage, where possible.
- When calling your insurers, it is important that you have the following key information available, which will help them identify you and assist with data protection protocols, thereby reducing any potential delays in providing you with their initial advice:
 - Policyholder's name
 - Policyholder's address and postcode
 - Policy number
- In order for insurers to give you the most accurate advice and guidance on the notification call, there are some key pieces of information that they will need to know:

- What happened? When? Where?
- What is the extent of the loss, damage, injury? Consider physical and financial/trading impacts.
- What is the impact to you or the policyholder?
- What is being done to help prevent further loss, damage or injury?
- Who is the best person for insurers to liaise with, what is their relationship with the policyholder and what are their contact details?

It's understood that some of the information may only be indicative at the outset, but the more accurate the information provided, the more likely the advice given will meet your needs and also assist with the progress of your claim.

- Your insurer will advise of next steps, allocate a claims reference number and also provide detail as to who will be your contact throughout the claim.
- Where the services of other parties may be required, insurers will provide details as to who this will be and the services that they will provide.
- Examples include – loss adjuster on large or complex claims, Solicitors/Investigators on Liability issues or claims, Engineers/Approved Repairers on Motor claims insurers should also discuss and agree with you the best method and frequency of updates/next contact.

If you have opted to purchase our Gallagher Business Assist Loss Preparation and Presentation services and your claim relates to a Material Damage (Property) or Business Interruption incident, likely to exceed £10k, please activate that service by contacting the Gallagher Business Assist Team immediately on 03330 100 787 or email gallagherbusinessassistclaims@ajg.com.

Step 2 Claims Handling & Investigation

- In order to evaluate and progress any claim, insurers more often than not will require additional supporting documentation from you.
- Insurers should clearly articulate what they require from you and the reasons why. Typically this will be estimates or invoices and anything that may help them evaluate your claim against the policy coverage that you have in place.
- Delays and/or omissions can in some circumstances lead to issues with acceptance of a claim in part or in full. It is therefore important that you reply to any requests and supply the information required at your earliest opportunity, in order to assist with progressing your claim.
- Should you not understand or wish to query any request from your insurer or their agent, it is recommended that you call them at the earliest opportunity to discuss and seek clarity from them.
- Insurers will look to agree with you what the next steps may be relating to any repair, replacement, defence, or interim actions required.
- Interim payments can sometimes be agreed, particularly on large claims or where the claim creates cash-flow issues. Where appropriate you should ask insurers whether this is a possibility.

If you have opted to purchase our Gallagher Business Assist Loss Preparation and Presentation services and your claim relates to a Material Damage (Property) or Business Interruption incident, likely to exceed £10k, please activate that service by contacting the Gallagher Business Assist Team immediately on 03330 100 787 or email gallagherbusinessassistclaims@ajg.com

Step 3 Conclusion/Resolution of Claim

- Once insurers have received sufficient supporting documentation and assessed them against the policy coverage in place, they will advise you regarding what a resolution of your claim may look like.
- Payments to be made (in part or in full) should be clearly explained by insurers, including their calculation.
- If for any reason the claim will not be met (in part or in full), insurers should clearly explain the reason why and provide evidence, where appropriate.
- Excess – Any settlement agreed will be subject to the deduction of the applicable policy excess. This can be verified by referring to your policy documents.
- VAT – If the policyholder is VAT registered, in the majority of situations the policyholder will be responsible for the VAT element of any invoice relating to the claim.

Exceptions - Assistance and Complaints

- Escalations and complaints regarding services provided by the insurer should, in the first instance, be directed to the appropriate insurers as soon as the issue arises or is identified.
- Each insurer will have a formal escalation and complaint protocol in place, the details of which will be contained within your policy wording, which should give you suitable guidance.
- If however you encounter any difficulties identifying the appropriate process and/or insurer contact details, you can contact our Claims Help Desk on 03330 100 799 or email claims_helpdesk@aig.com, to assist you with ensuring that your issue or complaint reaches the appropriate insurer contact.

Examples of where we may be able to assist include:

- If you are having difficulty making contact with your insurer.
- Your insurers are unable to trace your policy.
- You require additional clarification regarding the claims process.
- Your insurers are failing to provide you with the appropriate level of service.



Insurance | Risk Management | Consulting

Terms of Business Agreement

Arthur J. Gallagher Insurance Brokers Limited

Contents

Scope and application	4
Who are we?	4
What do we do?	4
Which insurers do we use?	5
How are we paid for our services?	5
How do we maintain your privacy?	5
Confidential Information	6
How do we handle your money?	6
Insurer Money (money we hold as agent of an insurer):	6
Client Money (money we hold as your agent):	6
Holding both insurer and Client Money	6
Payment to third parties:	6
Financial Services Compensation Scheme	6
Your obligations	7
Anti-bribery, corruption and financial crime	7
Your premium payment obligations	7
Your policy documents	8
Making a claim	8
Conflicts of interest	8
Complaints	8
Other territories	8
Right of set-off	9
Intellectual property rights	9
Termination	9
Cancellation of your policy	9
Currency conversion	9
Severability	9
Notices	9
Third party rights	9
Unexpected acts or events	9
Transfer of this agreement	9
Governing law and jurisdiction	10
Limitation of Liability	10



Insurance | Risk Management | Consulting

Scope and application

This agreement, together with any separate written agreement between you and Arthur J. Gallagher Insurance Brokers Limited ('AJGIBL'), sets out the terms on which we agree to act for you when we are instructed to provide services by you.

In this agreement 'we', 'us' and 'our' means AJGIBL. References to 'insurers' include insurers, underwriters, managing agents or, where applicable, reinsurers with whom we place business. As appropriate, references to 'insurance' or 'insured' include reinsurance and reinsured respectively. Additionally, any reference to 'policy' shall mean an insurance or reinsurance policy, as appropriate.

It is important that you read this agreement carefully as it contains details of our statutory and regulatory responsibilities and your contractual obligations, on which we intend to rely.

If there is anything you do not understand in this agreement you should inform us otherwise we will assume you are providing your informed consent to this agreement.

We specifically draw your attention to the following sections:

- a) What do we do?
- b) How are we paid for our services?
- c) How do we handle your money?
- d) Your obligations
- e) Conflicts of interest
- f) Complaints
- g) Limitation of Liability

Where your business is operated through an incorporated company, trust, limited liability partnership or partnership, we are entitled to assume that the recipient of this agreement has obtained authorisation or is entitled to consent to these terms on your behalf.

If you are a company or other body corporate, unless otherwise expressly stated in any separate written agreement between you and AJGIBL, you agree to and accept the terms of this agreement on your own behalf and on behalf of each of your group companies (where those group companies are receiving the benefit of our services). You will ensure that each of your group companies will act on the basis that it is a party to and bound by the agreement. All references in this agreement to 'you' and 'your' mean you and each of your group companies.

If you have instructed another insurance broker to deal with us on your behalf, we will assume unless told otherwise that the broker has full authority to agree the terms of this agreement with us and to deal with us on your behalf as your agent in relation to all matters covered by this agreement

Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909. www.ajg.com/uk/.

©2020 Arthur J. Gallagher & Co. All rights reserved

This agreement replaces any terms of business agreement that we may have previously agreed with you. If you have a separate service level agreement in place with us then the terms of that agreement must be read together with this agreement. In the event of a conflict, the terms of your service level agreement will take precedence over this agreement.

We may change the terms of this agreement from time to time. This may be:

- a) to reflect changes in our services or in market practice
- b) to reflect legal or regulatory developments, or
- c) to improve the clarity of this agreement.

We will tell you if we have materially changed these terms for any of these reasons and, in any event we will inform you of such changes before your policy is due to renew.

We may also change the terms of this agreement for other reasons, but if we do, we will notify you in advance and you will have the right to terminate this agreement within 30 days of such notification.

Who are we?

AJGIBL is a company incorporated and registered in Scotland with company number SC108909 whose registered office is at Spectrum Building, 55 Blythswood Street, Glasgow, G2 7AT. You can find out more about us at www.ajg.com/uk/.

We are an insurance intermediary, risk management and consulting firm authorised and regulated by the Financial Conduct Authority ('FCA'). Our FCA firm reference number is 311786. We are permitted by the FCA to act as a general insurance intermediary, to arrange credit and collect payments. You can check these details by visiting the FCA's website (www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768 (+44 20 7066 1000 from overseas).

What do we do?

As an insurance intermediary, we usually act for you. We offer access to general insurance products and services provided by a wide range of UK and international insurers, including Lloyd's.

Our services include advising you on your insurance needs, arranging insurance policies with insurers in order to meet those needs, provide associated risk management services and any other insurance related services. We will also help you to make changes to your insurance policy if required and will remind you when your policy is due for renewal as appropriate. Unless your policy states otherwise, or we agree, we will provide you with assistance in submitting a claim and with obtaining reimbursement from insurers.

In certain circumstances, we may act for your insurer, for example, where we have delegated underwriting authority and/or claims settlement authority, or where we have entered into a managing general agency agreement with one or more insurers. In cases where we are acting on behalf of the insurer, we will be acting as their agent. Please see the section headed Conflicts of interest for more information about how we manage these arrangements.

We cannot arrange insurance for you until we have received complete instructions from you. Your insurance cover is not in place until we have confirmed it to you in writing or we have issued evidence of cover. Where we receive your instruction or a firm order after normal office hours, placement of your insurance will be subject to further confirmation by us as soon as reasonably possible the following business day.

We do not offer advice in relation to tax, accounting, regulatory or legal matters (including sanctions) and you should take separate advice as you consider necessary regarding such matters.

Additionally, when we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged via another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not supplied by us. Should you have any concerns in respect of a policy, which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise we shall review your insurance arrangements and advise accordingly as each policy falls due for renewal.

Which insurers do we use?

In finding an insurance solution that meets your demands and needs, we may either conduct a market analysis of potential insurers, or we may only consider a specific product from a single insurer, or products from a panel of insurers. In certain circumstances we may act for the insurers, or use services of other of our group companies - please see the "Conflicts of Interest" section.

We use publicly available information, including information produced by credit rating agencies, to identify insurers with whom we will consider placing your business. We do not guarantee the financial status of any insurer. You may require us to use an insurer that we would not ordinarily recommend due to their credit rating. In the event of an insurer experiencing financial difficulties, you may still have a liability to pay any outstanding premium and we are not responsible for any shortfall in amounts due to you in respect of any claims.

We are available to discuss with you any concerns you have with the insurer you have chosen for your insurance policy(ies).

How are we paid for our services?

Payment in respect of a service that we provide to you in respect of any single contract of insurance may be made up of one or more of the following:

- a) a fee paid by you; details of this, or the basis of calculation, will be declared to you in advance of this being incurred;
- b) brokerage/commission, which is a percentage of the total annual insurance premium paid by you and given to us by the insurers with whom we place your business; and
- c) administration charges, in addition to any insurance premiums, for administration of your policy, including amending and cancelling any policy: these apply on most placements (even where a) and / or b) apply), and details of these charges, will be provided to you in advance of them being incurred.

Please note that where we have not agreed a fee (a) payable by you in respect of any contract of insurance, our remuneration will be by way of commission (b). There may be instances where we have agreed a fee (a) with you, and for subsequent, additional policies, we also earn a commission. In these cases, and upon

Please note that for commission (b), we do not intend to earn commission from the taxation element of any insurance premium tax.

We may receive additional payments such as a profit share or profit commission from insurers, for instance, from insurers payable under a delegated underwriting authority or other facility or individual contract in recognition of overall profitability. We may also earn income from arranging premium finance.

We may also earn income from insurers or other sources in other ways. For example, we may receive income from insurers for ancillary services provided solely on their behalf.

Upon request, we will be pleased to provide details of any income we are due or have received as a result of placing your business. Unless we specifically agree otherwise, brokerage/commission and fees are earned when we arrange an insurance policy for you, or in the case of any other service when we commence providing that service to you.

However in respect of any payment made to us this will only be recognised as payment for the service when we have reconciled your payment. We will be entitled to retain all fees and brokerage in respect of the full period of contract(s) of insurance arranged by us including in circumstances where your policy has been terminated and your insurers have returned pro-rated net premium. Consistent with long established market practice, we will deduct our brokerage and other commissions from the premium once received.

If you decide to terminate our appointment in relation to policies we have placed on your behalf and where, (i) the policy or policies have not expired, and (ii) premium is due on the policy or those policies, we are entitled to any brokerage/commission originally due on the policy or policies and you will ensure the broker subsequently appointed to administer the policy or policies agrees and accepts to collect the brokerage/commission and remit to us in good time.

How do we maintain your privacy?

We are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at <https://www.ajg.com/uk/privacy-policy/> From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing

request, we will explain which remuneration applies to each policy.

If we charge you a fee (a) in relation to any contract of insurance, and either also receive commission payments in respect of that contract of insurance, or will do so in relation to any subsequent contracts, then we will inform you of that fact prior to the fee being incurred.

to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.

Confidential information

During the course of this agreement we shall both provide the other with information (other than personal information) and each party will treat information received from the other relating to this Agreement as confidential and will not disclose it to any other person not entitled to receive such information except as may be necessary to fulfil their respective obligations in relation to this agreement and except as may be required by applicable law or regulatory authority. For the avoidance of doubt, and always observing the requirement to ensure your information is held in a confidential manner, we shall be entitled to disclose such information relating to you (where necessary) to perform our obligations under this agreement, to insurers or reinsurers, actuaries, auditors, professional agents, advisers or other parties that we may require in order to provide our service to you. This section will not apply to information which was rightfully in the possession of a party prior to this agreement or which is already public knowledge/ becomes so at a future date (otherwise than as a result of a breach of this section) or which is trivial or obvious.

How do we handle your money?

In our role as an intermediary between you and your insurers we may hold money:

- paid by you to be passed on to insurers
- paid to us by your insurers, to be passed on to you
- paid by you to us for our services, but which we have not yet reconciled.

For your protection, the way that we handle your money is designed to protect your interests in the event of our financial failure.

We may take payment from you when your policy next renews using payment card information you have shared with us and which we will retain. If we intend to do this, we will confirm this to you in your renewal invitation prior to your next policy renewal. You may opt-out of automatic renewal at any time by contacting us.

Insurer Money (money we hold as agent of an insurer):

Where we have an agreement with your insurer to hold money as their agent, any premiums you pay to us are treated as having been received by the insurer as soon as they are received by us. Claims payments and/or premium refunds are treated as received by you when they are actually paid to you.

Where we receive monies as agent of your insurer, we can only deal with that money in accordance with the instructions of the insurer. This means that, for example, if you want us to return such monies to you, we can only do so with the agreement of the insurer.

Client Money (money we hold as your agent):

Where we do not have an agreement with your insurer to hold money as their agent, we will hold premiums you pay to us as your agent. Money we receive from your insurer which is payable to you will be your property whilst we hold it.

We may also hold money as your agent where you have paid this to us in respect of our fee for a service, until such time as we have reconciled the payment against the relevant service.

FCA rules require us to keep Client Money separate from our own money. We hold Client Money with an approved bank, segregated in a client account subject to a Non-Statutory Trust ('NST'). The aim of the NST is to protect you in the event of our financial failure. If such an account is held outside the United Kingdom, it may be subject to different laws and regulations, which may mean that the Client Money held in that account is not protected to the same extent as it would be if it were held in the United Kingdom, or at all. Please tell us if you do not wish us to hold any money for you in a particular jurisdiction.

We may use Client Money held in the NST on behalf of one client ('Client A') to pay another client's premium ('Client B') before we receive such premium from Client B. We may also make claims payments/ premium refunds to other clients before monies are received from the insurer. Although there may be occasions when we do this, it is not our policy to routinely cross-fund in this way. For the avoidance of doubt, we may not use Client Money to pay ourselves commissions before we receive the relevant premium from you.

We may invest Client Money held in the NST in accordance with FCA rules relating to Client Money. If we do invest money in this way, we will be responsible for meeting any shortfall in the value of the investments at the time of their realisation. Any interest or profits earned on Client Money held by us will be retained by us for our own use, rather than paid to you.

Holding both insurer and Client Money

We may hold both insurer and Client Money together in the NST. When this happens, your interests as our client will continue to be protected.

Payment to third parties:

We may transfer Client Money to another person, such as another broker or settlement agent, for the purpose of carrying out a transaction on your behalf through that person. This may include brokers and settlement agents outside the UK. The legal and regulatory regime applying to a broker or settlement agent outside the UK may be different from that of the UK. This means that, in the event of a failure of the broker or settlement agent, this money may be treated in a different manner from that which would apply if the money were held by a broker or settlement agent in the UK. You may notify us if you do not wish us to pass your money to a person in a particular jurisdiction.

We may also transfer Client Money to a professional services firm such as a loss adjuster, surveyor or valuer unless you instruct us otherwise.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme ('FSCS'). You may be entitled to compensation from the FSCS if we cannot meet our financial obligations to you. This depends on the type of insurance contract that we have arranged for you, certain eligibility criteria and the circumstances of the claim.

Further details regarding the FSCS are available online at www.fscs.org.uk or by calling 0800 678 1100 (+44 20 7741 4100 from overseas).

Separately, your insurer and/or you may be covered by a different compensation scheme.

Money we hold as your agent is referred to as 'Client Money'.

Your obligations

You will not instruct us to provide services which would cause us, nor use our services in any way, to violate applicable laws including without limitation bribery, anti-corruption, money laundering sanctions, or data protection laws.

You are required to make a fair presentation of the risk to an insurer which discloses every material circumstance which you know or ought to know relating to the risk to be insured. This includes information known by your senior management and those responsible for arranging your insurance as well as information which would reasonably have been revealed by a reasonable search of information available to you.

A circumstance is material if it would influence the judgment of a prudent insurer in determining whether to provide insurance for the risk and, if so, on what terms. Disclosure must be reasonably clear and accessible to a prudent insurer. Material representations of fact must be substantially correct and material representations of expectation/belief must be made in good faith. Failure to comply with the duty of fair presentation could mean that your policy of insurance is void or that insurers are not liable to pay all or part of your claim(s).

The above duty of disclosure is the applicable duty under the laws of England, Wales, Scotland and Northern Ireland. You may have different obligations if your policy of insurance is subject to a different law. As a minimum, we expect you to disclose your information in accordance with the duty set out above.

For certain types of insurance covers you may be required to complete and sign a proposal form or questionnaire. Take care to ensure that the information you provide is complete and accurate. Note that if you are aware of anything that you feel may be material to the proposed policy of insurance you should disclose it, even if there does not appear to be a question on the proposal form or questionnaire that covers the particular point. If you are in any doubt as to whether information is material, you should disclose it.

Anti-bribery, corruption and financial crime

You agree that you will ensure that at all times you comply with all laws, statutes and regulations that apply to you relating to anti-bribery and corruption, including the UK Bribery Act 2010 and (if it applies to you or any of your group companies) the US Foreign and Corrupt Practices Act 1977. Accordingly, if you accept gifts or hospitality offered to you by us or any of our group of companies, we will deem the acceptance to be in accordance with any gifts & hospitality policy/ies you may have.

Please be aware that we are required to obtain adequate 'Know Your Client' information about you. In order to prevent bribery, corruption, fraud or other financial crime, we may take further steps, including notification to the relevant authorities, carrying out status and credit checks using credit reference agencies, and other screening background checking as appropriate.

Policies may include clauses on financial and trade sanctions, anti-money laundering and export controls, ('Sanctions'). How you comply with Sanctions is specific to your business: you should take legal advice where necessary and pay special attention to relevant policy clauses.

To comply with financial crime or Sanctions requirements, we may be prohibited from providing broking or risk consulting services, including placement and claims handling services; may be required to take actions such as freezing the funds in which parties subject to Sanctions have an interest; or may make regulatory notifications or licence applications as required or appropriate in accordance with Sanctions. Your insurers and other third parties we deal with, such as financial institutions, may also apply their own policies or restrictions.

You acknowledge and agree that we reserve the right to take steps to comply with financial crime or Sanctions (and we will not be liable to you for this or for similar steps taken by third parties).

You should advise us of all of the countries connected to the (re)insurance you require. We reserve the right not to perform obligations under this agreement to the extent that this would be contrary to our commercial risk appetite or where performance would be impracticable including because of bank policies restricting the processing of premiums, claims funds or fees related to such countries or related parties.

Please be aware that we are generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran- including because of significant difficulties in processing payments and other commercial and reputational considerations.

Your premium payment obligations

Insurers require you to pay premium at or before the start date of each policy, or as otherwise specified under the policy terms. You must pay all monies due in cleared funds in accordance with the amounts and on or before the dates specified in our invoice(s). If you do not make payment within that period, insurers may cancel your policy and may also require that you pay a premium in relation to the time that you have been on risk. It is therefore very important that you meet all payment dates.

Where you have instructed us to obtain insurance on your behalf, to the extent that we are required to meet your premium payment obligations, we reserve the right to recover those monies from you.

Use of Premium Finance Companies:

You may be able to pay premium payments by instalments through a credit scheme operated by a third party premium finance company or insurer. Please note that we can only pay premium to insurers on your behalf once we have cleared funds from you or the premium finance company.

Please note that we do not recommend any particular credit provider. If you wish to pay premium by instalments, we are able to introduce you to credit providers (which may include a third party premium finance company or an insurer). There may be other credit providers (including insurers) able to offer better credit terms than those that made available to you by a party we have introduced you to.

Where you decide to enter into a credit scheme for the payment of premium, you will receive separate terms and conditions from the relevant premium finance company or insurer which will govern that arrangement. You agree that, in accordance with the terms of any such credit scheme or otherwise, we may instruct your insurer to cancel your policy if you are in default under the credit scheme and that any return premium or other payment due from the insurer may be applied to discharge your liability or liability we have assumed on your behalf under the credit scheme without further reference to you.

Your policy documents

You will receive written terms and conditions of any insurance policy we arrange for you. Please check these documents and advise us as soon as reasonably practicable if the terms of the cover arranged are not in accordance with your requirements. Please pay special attention to the claims notification provisions and to any warranties and conditions (including as to the payment of premium) as any failure to comply with these terms may invalidate your cover.

The documents relating to your insurance will confirm the basis of the cover from the relevant insurer(s) and provide their details and if applicable, the insurer's agent. It is therefore important that you keep all of your policy documents in a safe place. It is our current practice to retain client information for at least six years or such other period required under relevant law or regulations.

Making a claim

Your insurance policy will usually require you to notify all claims and/or circumstances that may give rise to a claim as soon as possible. If you are unsure whether a matter needs to be notified please contact us and we will endeavor to assist you.

Where we have agreed to handle claims on your behalf, we will do so fairly and promptly. If we receive claims payments for you, we will remit them to you as soon as reasonably practicable after receipt.

As part of paying your claim, your insurer may require us to deduct the value of sums due (such as premiums or instalments under a credit scheme) before sending the balance of any claims payment to you.

We reserve the right to charge an additional or separate fee (based on the nature of the work and duration and agreed with you in advance) to negotiate a large or complex claim on your behalf.

Conflicts of interest

Circumstances may arise where we have a conflict of interest between us (including our managers, employees or agents) or another of our group companies and you, or between you and another of our clients. We always aim to treat you fairly and avoid conflicts of interest. We never deliberately put ourselves in a position where our interests, or our duty to another party, prevent us from discharging our duty to you.

We may arrange insurance for you through another company in the Arthur J. Gallagher group which acts on behalf of one or more insurers. An example may include a placement with a separate underwriting team within Arthur J. Gallagher Insurance Brokers Limited, Pen Underwriting Limited or Arthur J. Gallagher UK Limited.

In arranging an insurance solution that meets your demands and needs, we will ensure that our duty to you does not conflict with the duties that an Arthur J. Gallagher group company owes to the insurers that it represents.

We may act as agent of an insurer under a delegated underwriting authority and/or delegated claims settlement authority. In these instances, where we act as your agent for your insurance needs we will always act in your best interests when arranging your policy.

As part of paying your claim, your insurer may require us to deduct the value of sums due (such as premiums or instalments

We follow our own conflict management policies and procedures (for example, using information barriers). These are designed to prevent any conflicts of interest adversely affecting or compromising your interests. However, in some cases, where we cannot be reasonably confident that we can prevent the risk of damage to your interests, we will discuss this with you. If you have any concerns in relation to conflicts of interests, please contact us.

Complaints

We value our relationship with you and we welcome feedback on the service you receive from us. Please tell us if you are dissatisfied with part of our service so that we can improve our products or services. Our aim is that you should benefit from a high quality service using our experience and breadth of insurance broking expertise. We always try to provide a high standard of service but if you ever have cause to complain, please do so by contacting your usual AJG representative by whatever means is convenient to you.

If you wish to deal with someone wholly independent of the branch or division that has been servicing your business, please contact:

Address: Complaints Management Team
Spectrum Building 55 Blythswood Street Glasgow
G2 7AT
Email: commercialcomplaintsuk@ajg.com

We will acknowledge written complaints promptly. Our complaints procedure is available on request.

If you feel that we have not been able to resolve the matter to your satisfaction, after this process you may have the right (subject to eligibility) to refer your complaint to the Financial Ombudsman Service; this address is:

The Financial Ombudsman Service Exchange Tower
London E14 9SR

Telephone: 0800 0234 567 (from landline)
Telephone: 0300 123 9 123 (from mobile)

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

Website: <http://www.financial-ombudsman.org.uk>

Whether or not you make a complaint to us and/or refer your complaint to the Financial Ombudsman Service, your right to take legal action will not be affected.

Other territories

Other territories may also offer complaints and dispute resolution arrangements that we are required to follow where we are held to be doing business there.

under a credit scheme) before sending the balance of any claims payment to you.

Right of set-off

If you are a business, we may at any time, without notice to you, set off any liability of yours to us against any liability of us to you, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement.

If the liabilities to be set off are expressed in different currencies, we may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by us of our rights under this clause will not limit or affect any other rights or remedies available to us under this agreement or otherwise..

Intellectual property rights

We (or our licensors) will retain all ownership, title, copyright and other intellectual property rights in all materials developed, designed or created by us before or during the provision of services to you including systems, methodologies, software, know-how and working papers. We will also retain all ownership, title, copyright and other intellectual property rights in all reports, written advice or other materials provided by us to you. We grant you a royalty - free licence to use those materials, but only for the purposes for which they were created under this agreement and only for as long as this agreement remains in force.

Termination

Without prejudice to any rights that have accrued under this agreement or any other rights or remedies, either party may terminate the services contemplated under this agreement by giving not less than 30 days' notice in writing to the other.

If our appointment as your broker is terminated or not renewed, we reserve the right to charge an additional or separate fee, agreed with you in advance, for any ongoing services performed from the date on which our appointment terminates. The terms of this agreement will continue to apply in relation to those ongoing services.

Notwithstanding anything else contained in this agreement, we are not required to act for you, or to continue to act for you, if we reasonably consider that to do so would put us in breach of, or would expose us or our affiliates to fines, penalties or sanctions under, any laws, regulations or professional rules. In such circumstances, we will be entitled to terminate our existing relationship with you with immediate effect and will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Cancellation of your policy

Your insurance contract may include a cancellation clause. For more details, please refer to your insurer's policy documents. If you wish to cancel a policy please let us know. If your policy is cancelled, the insurer will determine any return premium in relation to policies placed by us.

Please see the section above 'How are we paid for our services?' in relation to our rights to payment of brokerage/commission and fees in the event of policy termination.

Currency conversion

We may have to convert funds to another currency in order to settle amounts due to insurers. If a repayment of funds is due to you or is requested by you after the currency is converted, then any such payment will be made in the currency to which the funds have been converted. Any shortfall arising from exchange differences remains your liability. If you pay a premium in a different currency or to a bank account in a different currency from that requested, we may, at our discretion, either return the funds to you or convert the money to the required currency. In the latter case, the converted funds will be applied against the amount due with any shortfall arising from exchange differences remaining your liability.

Severability

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

Notices

If notice is given to us under or in connection with this agreement, except as expressly provided in this agreement, it must be in writing and sent to our registered address. We are entitled to give you a notice under or in connection with this agreement at your registered address (if a company or limited liability partnership) or at your last known address (in any other case).

Third party rights

A person who is not party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term contained in this agreement.

Circumstances outside of the parties' control

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable

Unexpected acts or events

Neither party will be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control. In that event, the affected party will notify the other as soon as reasonably practicable.

Transfer of this agreement

Neither party can transfer their rights nor obligations under this agreement in whole or in part to anyone else, except that:

- a) we may transfer all or some of our rights and/or obligations to one or more members of the Arthur J Gallagher group of companies; and
- b) either party may transfer all or some of our rights and/or obligations to someone else with the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

Governing law and jurisdiction

The law of England and Wales will apply to this agreement

The parties irrevocably agree that the courts of England and Wales will have the necessary jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter.



Insurance | Risk Management | Consulting

Bodmin Town Council
Shire House
Mount Folly Square
Bodmin
PL31 2DQ

IF PAYING BY **DIRECT BANK TRANSFER** PLEASE CHECK BANK DETAILS BELOW AS THEY MAY HAVE CHANGED SINCE YOUR LAST INVOICE

Pro-Forma Invoice

Client Ref: 63366404
Policy Ref: 635329662
Invoice Date: 07 February 2024

			Amounts (£)	Cost (£)
Cyber Package	Coalition Risk Solutions Ltd Term: 15/02/24 - 14/02/25	Premium	456.00	560.72
		Insurance Premium Tax	54.72	
		Total Fees	50.00	
TOTAL				560.72

Payment due on or before effective date.

If you would like to pay by credit/debit card please contact us on 07557 740475.
Payments by **direct bank transfer** should be made to the following account, using reference - 63366404.

Bank: Lloyds Bank Plc
Account Name: AJGIBL GBP CLIENT NST ACCOUNT
Account Number: 19511668
Sort Code: 30-80-12
Swift BIC: LOYDGB21F09
IBAN Number: GB30 LOYD 3080 1219 5116 68
COMMENTS :

FOR BANK TRANSFER PLEASE QUOTE REFERENCE ON YOUR PAYMENT AND EMAIL REMITTANCE DETAILS TO UK.Glasgow.AJGIBL.Remittances_@ajg.com

Arthur J. Gallagher Insurance
Brokers Limited is authorised and
regulated by the Financial Conduct
Authority.

The Financial Conduct Authority
does not regulate all forms of the
products we provide

Blenheim House, 1-2 Bridge Street, Guildford, Surrey, GU1 4RY
t: 01483 462 860 f: w: www.ajg.com/uk

Registered in Scotland: Registration No. SC108909
Registered Office: Spectrum Building, 55 Blythswood Street, Glasgow G2 7AT
VAT Registration No: GB 484 7462 09

Welcome to Coalition

This signature bundle contains **2 documents** that each must be signed prior to the issuance of your Coalition insurance policy.

1

**Coalition Risk Solutions Limited -
Electronic Consents**

2

Application



COALITION RISK SOLUTIONS LIMITED - ELECTRONIC CONSENTS

Electronic Signature and Electronic Delivery of Disclosures and Notices

By signing below, you consent to use electronic communications, electronic records, and electronic signatures rather than paper documents for the forms provided on this web site. Those forms include:

- Insurance application
- Insurance policy and other related documents
- All updates and details regarding your policy
- Responses to communications from you
- All changes and updates to these disclosures, notices, and documents

You understand that your electronic signature is legally binding, just as if you had signed a paper document. Your consent to use electronic signatures and documents applies to materials related to purchasing and effecting your insurance policy.

System Requirements

In order to use electronic signatures and to receive electronic communications, you must have

- a personal computer or other device that can connect to the Internet
- an e-mail address
- a web browser
- software that enables you to receive and view Portable Document Format (PDF) files, such as Adobe Acrobat Reader (available for a free download at <https://get.adobe.com/reader>)

Withdrawal of Electronic Acceptance of Disclosures and Notices

You may withdraw your consent to receive electronic communications at any time. If you wish to do so, you must email us at help@coalitioninc.com with the following subject line: "WITHDRAW ELECTRONIC CONSENT." The body of the email must include your name, policy number, effective and expiration dates of the policy, the effective date of your withdrawal, and whether you want (a) all communications to be in paper form and (b) your insurance policy to be sent to you in paper form.

Applicant Security Contact Information for Security Notifications

By providing the information below, you authorise Coalition to contact you in the event of a security event Coalition deems significant. These contact methods may include:

- E-mail
- Phone (including voicemail)
- Mail

Terms of Use and Privacy Policy

By signing below, you have read and agreed to Coalition's Terms of Use and Privacy Policy (available at <https://www.coalitioninc.com/en-gb/legal/terms> and <https://www.coalitioninc.com/legal/privacy>).

Policyholder/Applicant's Signature: _____

Print Name of Authorised Representative: _____

Policyholder/Applicant's Phone Number: _____

Title: _____ **Date:** _____

Security Contact Email: _____

Security Contact Phone Number: _____

CYBER POLICY APPLICATION

General Information

Named Insured	Bodmin Town Council
Website and email Domain(s) <i>Please list all website addresses including web and email domains</i>	bodmin.gov.uk
Address	Mount Folly Square Bodmin, England PL21 2DQ
Industry	State Level Government - Local Government (Parish / Town Councils (United Kingdom Only))
Number of Employees	26-50
Turnover (expected over the next 12 months)	£1,622,158
Gross Profit / Net Turnover (expected over the next 12 months)	N/A

Loss History

1. During the past three years, did Bodmin Town Council experience a cyber incident, claim or loss, whether insured or not, which could have been covered under a policy similar to the proposed insurance, this includes but is not limited to any:	No
(i) actual or reasonably suspected data breach or security failure, including notifying consumers or third parties of a data breach or security failure	
(ii) claims or complaints with respect to privacy injury, breach of information or network security, unauthorised disclosure of information, defamation, or content infringement;	
(iii) government action, investigation, or subpoena regarding any alleged violation of a privacy law or regulation; or	
(iv) actual or attempted extortion demand with respect to (insured's) data or computer systems.	
(If Yes) Please provide details.	

2. Does Bodmin Town Council have knowledge or information regarding any fact, circumstance, situation, or event that could reasonably give rise to a claim or loss under the proposed insurance?	No
(If Yes) Please provide details.	

If Bodmin Town Council has knowledge or information regarding any fact, circumstance, situation, or event that may give rise to a claim or loss under the proposed insurance policy, any claim or loss arising therefrom is excluded from the coverage.

Security Controls

3. Does Bodmin Town Council implement encryption on laptop computers, desktop computers, and other portable media devices?	Yes
4. Does Bodmin Town Council collect, process, store, transmit, or have access to any Payment Card Information (PCI) or Personally Identifiable Information (PII), other than employees of Bodmin Town Council?	Yes

a.	(If Yes) What is the estimated annual volume of payment card transactions (credit cards, debit cards, etc.)?	<100,000
b.	(If Yes) How many PII records does Bodmin Town Council collect, process, store, transmit, or have access to?	<100,000
5.	Does Bodmin Town Council maintain at least weekly backups of all sensitive or otherwise critical data and all critical business systems offline or on a separate network?	No
6.	For which of the following services do you enforce Multi-Factor Authentication (MFA)?	
a.	Email	Yes
b.	Virtual Private Network (VPN), Remote Desktop Protocol (RDP), RDWeb, RD Gateway, or other remote access	No
c.	Network / cloud administration or other privileged user accounts	Yes
7.	Does Bodmin Town Council require a secondary means of communication to validate the authenticity of both:	
a.	Funds transfer requests (Bacs, Faster Payments, CHAPS, SWIFT, etc.) before processing a request in excess of £5,000?	No
b.	Any request to change banking details (Bacs, Faster Payments, CHAPS, SWIFT, payroll distribution, etc.)?	
8.	Within the last 3 years has Bodmin Town Council been subject to any complaints concerning the content of its website, advertising materials, social media, or other publications?	Yes
9.	Does Bodmin Town Council enforce procedures to remove content (including third party content) that may infringe or violate any intellectual property or privacy right?	Yes

Important Notice

Before a contract of insurance is entered into, the applicant is required to give a fair presentation of the risk in accordance with the Insurance Act 2015. We will rely on this information in deciding whether to offer insurance, setting the terms and for setting the premium.

You must disclose every material circumstance which you know or ought to know, or failing that, make a disclosure which gives us sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances. Such disclosure must be made in a manner which would be reasonably clear and accessible to a prudent insurer and following a reasonable search of information held within your organisation or held by any other person or third party.

A circumstance or representation is material if it would influence the judgement of a prudent insurer in determining whether to take the risk and, if so, on what terms. If you have any questions regarding your duty to make a fair presentation of the risk, then you should contact your insurance broker for further information.

Declaration

I/we declare that I/we have made a fair presentation of the risk. This declaration is signed by a director or officer who is authorised to arrange insurance on behalf of the applicant.

Signature

Date

Print Name of Authorized Representative

Title

Email

DATA PROTECTION

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. Exceptionally, this information may include more sensitive details such as information about your health and any criminal convictions you may have and we may need your consent to process such information about you. Where this is the case you will be asked for consent separately. If you withdraw your consent (which you may do at any time), this may affect our ability to provide the insurance cover from which you benefit and may prevent us handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Where you provide us or your insurer, agent or broker with details about other people, you must provide this notice to them.

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) at <https://www.coalitioninc.com/legal/privacy>.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at: legal@coalitioninc.com

Coalition is a trading name of Coalition Risk Solutions Ltd. which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities. Coalition Risk Solutions Ltd. is registered in England and Wales company number 13036309. Registered office at 34-36 Lime Street, London, United Kingdom, EC3M 7AT.

Generated on 30 January 2024

Cyber Risk Assessment

PREPARED FOR

Bodmin Town Council

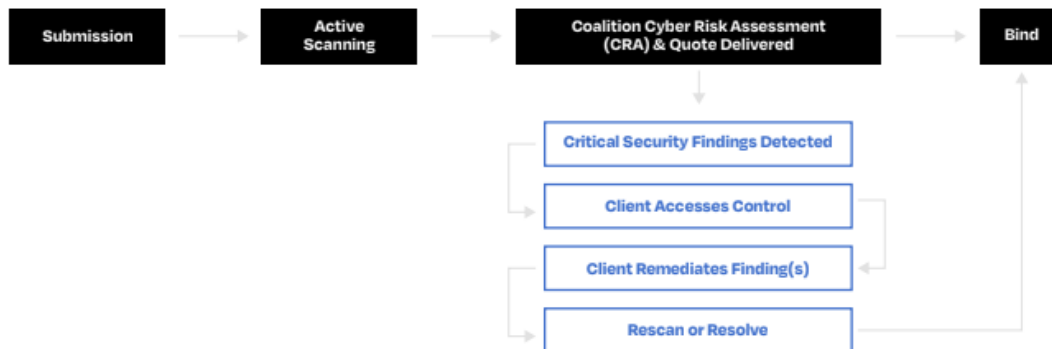


Coalition Control™

Simplify contingency resolution with pre-bind access

Every organisation that receives a quote and Cyber Risk Assessment (CRA) from Coalition also receives exclusive access to Coalition Control. This allows Coalition to guide you through remediating critical exposures identified by our Active Risk Assessment and help you resolve them before binding coverage.

How does it work?



Follow these easy steps to make cybersecurity less daunting with Coalition Control:

1. Coalition Conducts Active Risk Assessment

Coalition uses proprietary attack surface monitoring technology and real-time threat intelligence to provide a customised view of the exposures that are the most severe, likely to impact insurability, and if not resolved could result in claims.

2. Critical Security Findings Detected by Coalition

If Critical Security Finding(s) are detected that impact insurability, they will be noted on the quote document as contingencies and in the Coalition Cyber Risk Assessment (CRA) provided with the quote.

3. Activate your Coalition Control Account by following instructions provided by your broker

Every current and prospective Coalition policyholder receives access to Coalition Control, not just those with security findings. New clients can request pre-bind access by contacting their broker. Existing policyholders can log into [Coalition Control](#) with a valid email address and policy number.

4. Remediate Exposures

Log into Coalition Control to review the technical details of any security findings, suggested remediation best practices as well as additional support resources.

5. Rescan and Resolve

After exposures have been remediated, follow the instructions to initiate a [rescan](#) and [resolve](#) contingencies directly in Control. As soon as contingencies are cleared an updated bindable quote will be reissued. Depending on the security finding, rescans could take up to 48 hours.

Coalition's Active Insurance approach incorporates continuous Risk Assessments, Active Protection, and Active Response, providing policyholders with holistic benefits in protecting their organisations against dynamic risks.

This Coalition Risk Assessment provides a customised view of your organisation's risk. Coalition collects and analyses externally observable security data and integrates these findings with our proprietary claims and incident data to identify your organisation's risk exposures. This objective assessment of your cyber risk enables your organisation to take proactive measures to mitigate risk and improve your security.

Coalition's Active Protection and Response provide a holistic risk management solution that incorporates both cutting edge software and support services for your organisation, including:

- Attack Surface Monitoring and Third-Party Risk Management software, Coalition Control, valued at \$12,000/year and included for FREE with your policy
- In-house claims and incident response support
- Cybersecurity education resources and discounted cybersecurity solutions

Sections

Risk Summary

Security Findings

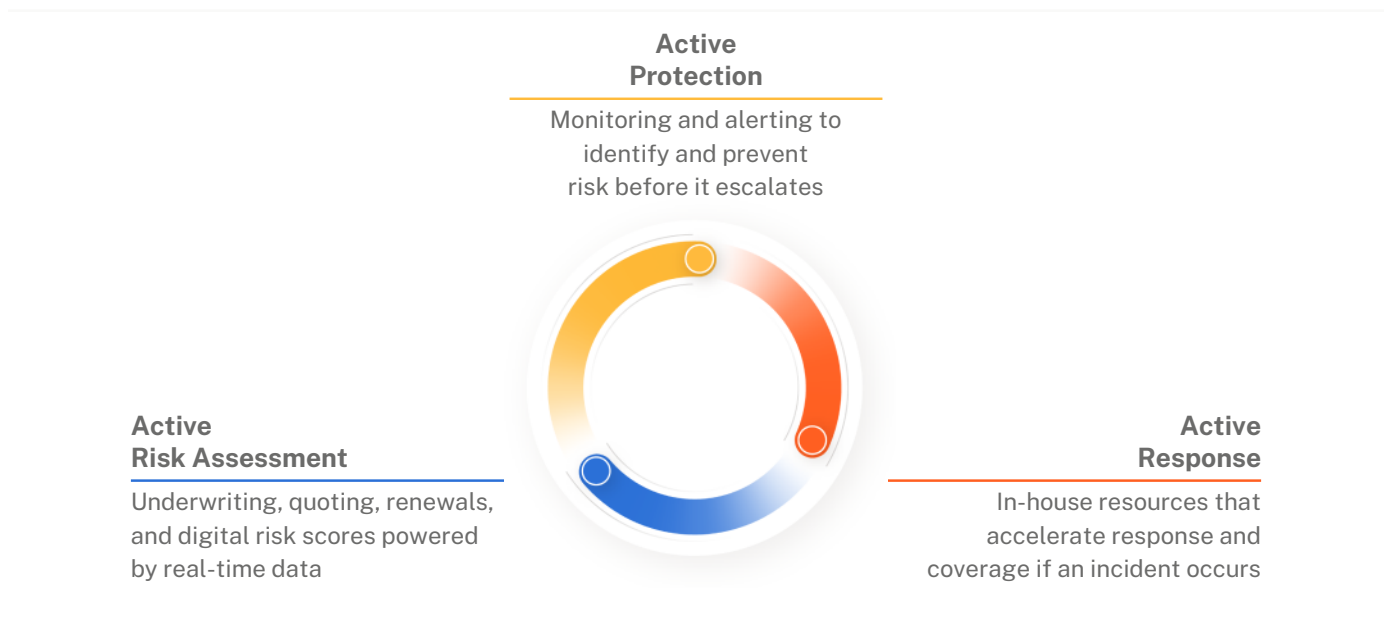
Complete Risk Posture

- Data Breaches
- Malware
- Spam
- Malicious Events
- Honeypot Events
- Blocklisted Domains
- Torrents
- DMARC
- SPF

What is Cyber Insurance?

FAQs

Glossary



47% Percentage of incidents handled at no additional expense outside the policy

64% Coalition policyholders experience fewer claims than the cyber industry average

24/7 Support from our claims team

This assessment is provided for informational purposes only. Risk-related analyses and statements in this assessment are statements of opinion of possible risks to entities as of the date they are expressed, and not statements of current or historical fact as to the security of any entity. YOUR USE OF THIS ASSESSMENT IS AT YOUR OWN DISCRETION AND RISK. THE ASSESSMENT IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COALITION EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COALITION DOES NOT WARRANT THAT (i) THE ASSESSMENT WILL MEET ALL OF YOUR REQUIREMENTS; (ii) THE ASSESSMENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (iii) THAT ALL ERRORS IN THE ASSESSMENT WILL BE CORRECTED.

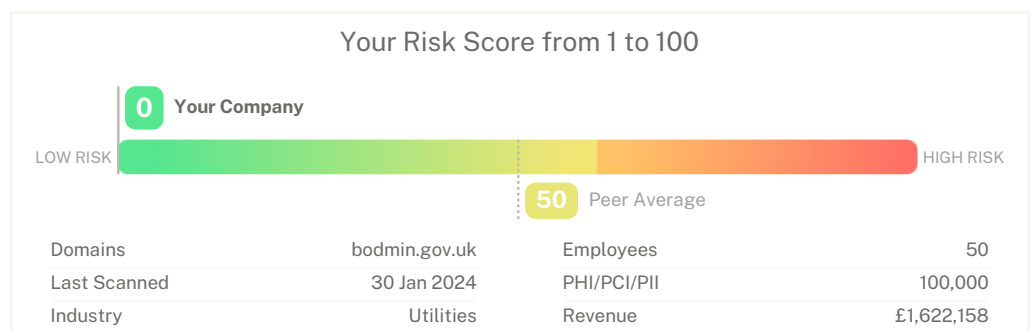
Risk Summary

Bodmin Town Council

 **CRITICAL**

0

Security Findings



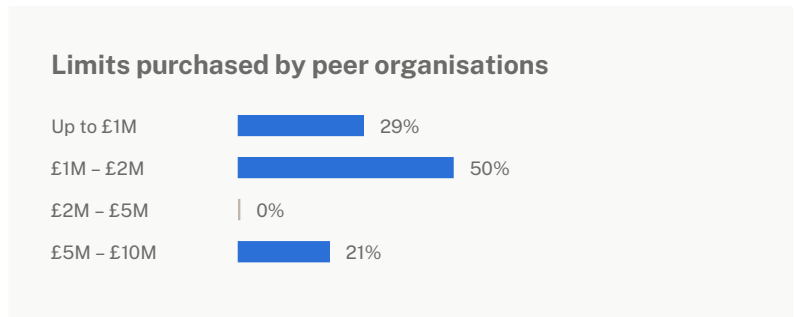
Incident likelihood compared to average Coalition insured

0.7× as likely

Estimated loss based on your organisation's risk profile

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

Using demographic data on your organisation, together with Coalition's global claims data, we've modeled the probability that organisations in your peer group will experience a cyber loss over the next 12 months, as well as the expected severity of loss using a statistical model derived from 10,000 simulated years of cyber incidents. By comparison, we've also included benchmarking on the insurance limits purchased by your peer group.



Data is from multiple sources, including Coalition's own global data. Actual numbers may vary significantly from calculator estimates based on additional factors for a given business. The data provided is for informational and educational purposes only. Use of the Coalition Coverage Calculator should not be used as a replacement for a company's own due diligence in regards to their cyber risk. Access and use of the Coalition Coverage Calculator is predicated upon the acceptance of Coalition, Inc. Terms of Use.

Security Findings

 **CRITICAL**
0

Critical risks are contingencies that **impact premium and insurability** if not resolved.

 **HIGH**
0

High Risks can turn into critical risks if not resolved upon recognition.

 **MEDIUM**
0

Medium Risks do not impact premium or insurability but should be resolved.

 **LOW**
0

Low Risks do not impact premium or insurability. We still recommend remediation.

Attack Surface Analysed

Sub Domains	4,844
IP Addresses	17
Applications	21
Services	4

For full list, go to control.coalitioninc.com

Critical Findings

Our Active Risk platform has identified the following critical security findings for your organisation. To avoid a **negative impact on insurability or a potential increase in your premium**, resolve these critical security findings using the information provided.

Your organisation is Cyber Savvy!
 No critical security findings have been detected.

SECURITY FINDINGS

Non-Critical Security Findings

Non-critical security findings have a risk severity of High, Medium, or Low. We still recommend remediating them as they could expose your organisation to other types of cyber risk or become critical security findings later as threat actors change their tactics.

Your organisation is Cyber Savvy!
No security findings have been detected.

Complete Risk Posture

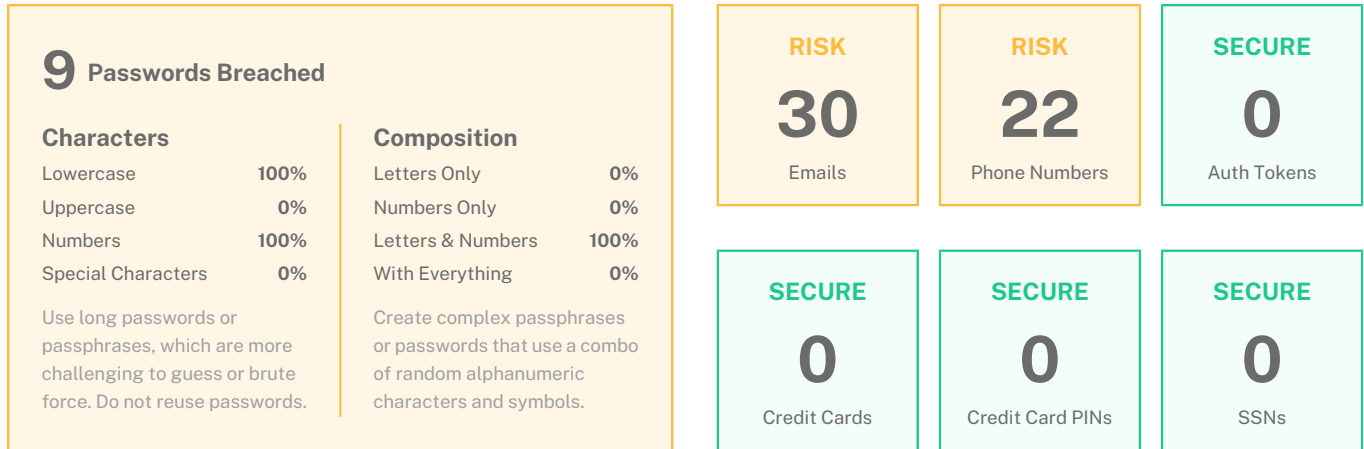
Your complete risk posture is a holistic look at your organisation's cyber exposure. This includes assets, data exposures and technologies that threat actors may exploit identified by our [Active Risk Platform](#). The detections in this section, while important to fix, do not impact your insurability or premium.

RISK	Data Breaches	35 leaks
SECURE	Malware	0 detected
SECURE	Spam	0 detected
SECURE	Malicious Events	0 detected
SECURE	Honeypot Events	0 detected
SECURE	Blocklisted Domains	0 detected
SECURE	Torrents	0 detected
SECURE	DMARC	0 failures
SECURE	SPF	0 failures

COMPLETE RISK POSTURE

Data Breaches

This section details the potential impacts of data breaches and phishing. Phishing is often the initial entry point in breaches, and exposed data, like passwords, can be used in subsequent attacks. Email server misconfigurations are also reflected here.



What are your most common breaches?

30	Email addresses
22	Names
22	Employers
22	Phone numbers
22	Job titles
22	Geographic locations
21	IP addresses
21	Genders
21	Physical addresses
21	Dates of birth

Where are your breaches occurring?

21	Verifications.io
4	Bureau van Dijk
2	Linkedin
1	Data breach compilation
1	Big data breach database
1	the-collections
1	pdlCollection
1	BreachCompilation
1	Antipublic
1	Exploit.in

Need more info?

Go to control.coalitioninc.com/data-leaks/ for a full list.

Not a Coalition Control user?

Sign up for free at control.coalitioninc.com

COMPLETE RISK POSTURE

Malware

Assets we discovered where malware activity was detected.

SECURE

0

Assets Detected

ASSET	SOURCE	LAST DETECTED
Scan performed and no results were found		

Spam

Assets we discovered that send unsolicited communication.

SECURE

0

Assets Detected

ASSET	SOURCE	LAST DETECTED
Scan performed and no results were found		

COMPLETE RISK POSTURE

Malicious Events

Assets detected by Coalition or a third-party partner, noted for their performance leading to attempted or successful unauthorised network intrusion by a threat actor. These attempts can lead to malware, ransomware, or other cyber incidents.

SECURE**0**

Assets Detected

ASSET**TAGS****LAST DETECTED**

Scan performed and no results were found

Honeypot Events

A honeypot is a legitimate security mechanism that is purposely vulnerable to high-risk exploits in order to identify malicious assets that attempt to infiltrate it. Our distributed network of honeypots listens for unsolicited connections and attacks. Your assets should not communicate with our honeypots. Events in this section indicate malicious activity on your network is likely. Shared assets are not an indicator of malicious events.

SECURE**0**

Assets Detected

ASSET**TAGS****LAST DETECTED**

Scan performed and no results were found

COMPLETE RISK POSTURE

Blocklisted Domains

Domains found in public blocklists — if one of your assets is found on these lists typically means that some type of malicious activity was performed.

SECURE**0**

Assets Detected

ASSET

SOURCE

LAST DETECTED

Scan performed and no results were found

Torrents

Torrent downloads are often illegal and you risk bringing files infected with malware into your network. In this section, we list the torrents seen being downloaded by your assets.

SECURE**0**

Assets Detected

ASSET

NAME

LAST DETECTED

Scan performed and no results were found

COMPLETE RISK POSTURE

DMARC

DMARC (Domain-based Message Authentication, Reporting and Conformance) is an email authentication protocol that is designed to give email domain owners the ability to protect their domain from unauthorised use (known as email spoofing). The purpose of implementing DMARC is to protect a domain from being exploited in business email compromise attacks, phishing emails, email scams, and other cyber threat activities.

SECURE

0

Domains Failed

PASS (1)

FAIL (0)

bodmin.gov.uk

SPF

Sender Policy Framework (SPF) is an email authentication method designed to detect forging sender addresses during the delivery of an email. This measure specifies what email servers are allowed to send email from your domain. It helps ensure that someone cannot create an email server and send it as your domain unless you have authorised them to do so in your DNS records.

SECURE

0

Domains Failed

PASS (1)

FAIL (0)

bodmin.gov.uk

What is Cyber Insurance?

Cyber insurance enables businesses to transfer the costs associated with recovery from the tangible and intangible losses related to a cyber-related security breach or similar event. Traditional insurance policies often do not cover these risks and often only accept the transference of known physical risks such as damage to equipment, stock, or locations. By bridging the gap between physical and digital risks, cyber insurance allows companies to get back online and resume normal business operations faster, minimising the cost to their recovery.

Third Party Liability Coverages

We cover the expenses to defend you and any damages resulting from your liability to a 3rd party.

THIRD PARTY SECURITY AND PRIVACY

Network and Information Security Liability

We cover the expenses to defend you and any damages resulting from your liability to a 3rd party for a security failure, data breach or privacy liability.

Regulatory Defence and Penalties

We cover the expenses to defend you and any regulatory fines or penalties from a regulatory proceeding for a security failure or data breach.

PCI Fines and Assessments

We cover the expenses to defend you and PCI fines and assessments arising from a data breach that compromises payment card data.

Funds Transfer Liability

We cover the expenses to defend you and damages arising from the distribution of fraudulent payment instructions to your vendors, business partners or clients as a result of a security failure.

WHAT IS CYBER INSURANCE?

TECHNOLOGY AND MEDIA PROFESSIONAL

Technology Errors and Omissions

We cover the expenses to defend you and damages arising from your liability to a 3rd party when the failure of your technology service or product is the cause of loss.

Multimedia Content Liability

We cover the expenses to defend you and damages arising from your liability to a 3rd party for media content related claims (such as copyright infringement, violation of privacy rights, defamation).

First Party Coverages

We cover the direct expenses and losses that your organisation incurs as a result of a cyber incident.

EVENT RESPONSE

Breach Response Services

We provide services in the first 72 hours to help you with the initial response to a cyber event including access to a 24/7 hotline, advice from legal counsel and preliminary forensic information gathering.

Breach Response Costs

We pay the costs to respond to a breach including computer forensic fees, legally required customer notification, legal expenses, credit monitoring and identity theft restoration.

Crisis Management and Public Relations

We pay the costs to mitigate other first party loss or third party liability such as public relations consultancy, media purchasing and voluntary customer notification.

Ransomware and Cyber Extortion

We cover the costs to respond to an extortion incident, including money, securities, and even virtual currencies paid.

Direct and Contingent Business Interruption, and Extra Expenses from Security Failure and Systems Failure

We cover business interruption loss including extra expenses resulting from interruption to your computer systems or to hosted computer systems, arising from a failure in security or a systems failure.

Proof of Loss Preparation Expenses

We cover the cost of a forensic accountant to help you prepare your claim for business interruption and reputational harm losses.

Digital Asset Restoration

We pay for the costs to replace, restore, or recreate your digital assets that are damaged or lost following a security failure or systems failure.

Computer Replacement and Bricking

We pay for the costs to replace or restore computer hardware or tangible equipment impacted by a loss of firmware integrity resulting from a security failure.

WHAT IS CYBER INSURANCE?

EVENT RESPONSE

Reputational Harm Loss	We cover you for your lost net profit arising from an adverse publication related to a security failure, a data breach, cyber extortion or privacy liability.
Court Attendance	We cover your reasonable expenses in attending a trial or other proceeding in the defence of a 3rd party liability claim.
Criminal Reward	We cover an amount offered by us for information that leads to the conviction of persons committing illegal acts against you that resulted in a claim under the policy.

CYBER CRIME

Funds Transfer Fraud and Social Engineering	We pay for funds transfer losses incurred as a result of the receipt of fraudulent payment instructions including through social engineering. We will also pay for loss incurred from the bank account of a senior executive if caused by a security failure at the named insured.
Service Fraud including Cryptojacking	We pay for the additional amounts you're billed by a cloud or telephony provider when you incur fraudulent charges.
Impersonation Repair Costs	We pay for the cost of removing websites, reimbursing your customers, legal and PR costs incurred as a result of fraudulent electronic communications or websites that impersonate you.
Invoice Manipulation	We cover the net costs that you are unable to collect for the provision of goods or services under a fraudulent invoice or payment instruction that has resulted from a security failure.

COVERAGES AVAILABLE BY ENDORSEMENT

Bodily Injury and Property Damage – 1st Party	We cover specified 1st party losses including business interruption loss for bodily injury or property damage arising from a security failure.
Bodily Injury and Property Damage – 3rd Party	We cover the expenses to defend you and damages arising from your liability to a 3rd party when a security failure results in physical damage or injury.
Pollution	We cover claim expenses and damages arising from pollution caused by a security failure.
Reputation Repair	We pay the Crisis Management & Public Relations costs required to mitigate harm to your reputation.

WHAT IS CYBER INSURANCE?

Coalition's Features

These are some of the tools available to help you improve your cybersecurity.

Security & Incident Response Team (SIRT)	Coalition is a cyber insurance provider with a dedicated team of cybersecurity experts available to you at all times.
Attack Surface Monitoring (ASM)	Continuous monitoring, attack surface discovery, scanning, reporting, and alerting for organisations of any size.
DDoS Prevention	Distributed denial of service (DoS) attacks attempt to make your Internet-based services inaccessible when you need them. Protect your websites and applications, and prevent disruptions from malicious traffic through our partnership with Cloudflare.
Endpoint Detection and Response (EDR)	Coalition offers a comprehensive threat detection solution, with a Coalition-negotiated discount, that includes protection from dangerous attacks such as malware, ransomware, and exploits that escape detection by traditional antivirus solutions.

FAQs

Who is Coalition?

Coalition is the world's first Active Insurance company. The team at Coalition brings together in-depth technology, cybersecurity, and insurance expertise to help organisations assess, prevent, and respond to an emerging set of digital risks. We support brokers and policyholders before, during and after an incident occurs, taking a holistic approach to mitigating digital risk. Coalition's Active Risk Platform analyses complex sets of public data, threat intelligence, and proprietary claims information to create personalised risk assessments and threat monitoring that goes far beyond traditional insurance. Coalition now serves over 160,000 customers with Active Cyber, Active Executive Risks, and P&C policies.

How do I determine my security ranking?

Our security ranking provides a relative measure of an organisation's risk and security posture compared to other organisations we have evaluated. In order to determine the ranking of an insured, we correlate identified risk conditions with Coalition's proprietary loss and claims data. Unlike traditional security ratings, Coalition uses actual loss and claims data to identify the most significant risks that could potentially threaten that organisation. The result is not only a more accurate assessment of risk, but actionable prescriptions to help an organisation invest its resources against the most impactful remediation actions.

Where does the underlying data from Coalition's risk assessment come from?

Coalition's Active Risk Assessment and monitoring technology helps small and medium-size organisations protect themselves in a digital world. We learn from every scan, incident, and claim — building an advantage others can't match. We passively collect external data on an organisation's Internet facing IT infrastructure. We do not perform active collection of information, including penetration testing against an organisation's networks, without the explicit permission of that organisation.

What is Active Insurance?

At Coalition, we believe that all businesses should be able to embrace technology and thrive in the digital economy. That's why we've created a new way to **solve digital risk before they strike: Active Insurance**. Active Insurance combines the power of technology and insurance to provide coverage that is built for the digital economy. Active Insurance stands in stark contrast to traditional insurance, which wasn't built for the speed and amorphous nature of digital risks, leaving many organisations unprepared.

How can I learn more?

To learn more about Coalition visit coalitioninc.com, or our knowledge base at help.coalitioninc.com. As a dedicated risk management partner to our policyholders, Coalition's team of security and insurance experts are committed to helping you implement security and loss controls, all at no additional cost.

Glossary

asset	Web properties that your organisation owns, such as an IP Address, Domain, or Subdomain.
data breach	A cyber incident where your customer or employee data is accessed, and possibly exfiltrated, by a third party.
domain	Web address associated with the organisation. Example: coalitioninc.com
hosting	Some type of hosting provider or hosting technology being used in one or more of your assets.
IP address	An IP address associated with your company. Example: 1.1.1.1.
Remote Desktop Protocol (RDP)	RDP is a feature that enables employees to remotely log into their corporate computer from home. While it may be convenient for employees, RDP can also function as an open door for hackers to break into your corporate network.
Secure Sockets Layer (SSL)	SSL is a cryptographic protocol designed to provide secure communications over a computer network.
services	Technologies used to deliver services from your assets.
technologies	Technologies found being used in one or more of your assets.
torrents	Torrenting is a peer-to-peer file-sharing mechanism whereby assets that are hosted on your computers may be downloaded by other people who are outside of your organisation.



This assessment was prepared by

Coalition Risk Solutions Ltd.

34-36 Lime Street

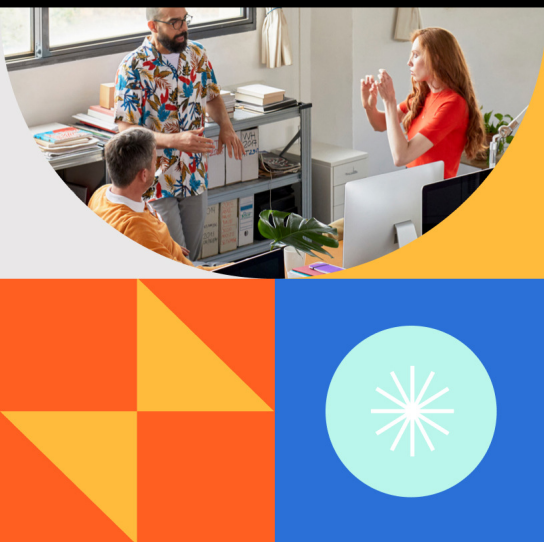
London UK

EC3M 7AT

For more information, visit coalitioninc.com

Coalition is a trading name of Coalition Risk Solutions Ltd. which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities. Coalition Risk Solutions Ltd. is registered in England and Wales company number 13036309. Registered office at 34-36 Lime Street, London, United Kingdom, EC3M 7AT.





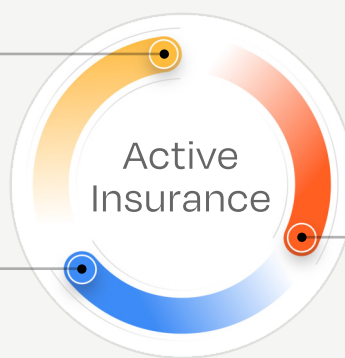
Digital Risk, **Solved**

Coalition is the leading provider of Active Insurance. By combining the power of technology and insurance, we help organisations identify, mitigate, and respond to digital risks.

Our unique approach

Active Protection
Monitoring and alerting to identify and prevent risk before it strikes

Active Risk Assessment
Understand your risks in real time



Active Response
Access to in-house response teams and leading coverage if an incident occurs

Active Protection in Coalition Control

Coalition offers comprehensive and innovative cyber insurance products to help protect your business and keep it up and running. Coalition also actively monitors its policyholders' risks through proprietary cybersecurity tools and 24/7 cyber security experts are available to help you respond to a cyber incident. In addition, Coalition Control provides policyholders access to the following tools to help them mitigate cyber risks:



Attack Surface Monitoring

Improve security hygiene with continuous monitoring of all your company's digital assets, including infrastructure, applications, IT and data exposures.



Security Notifications

Stay up to date with dashboard and email notifications of day to day tasks and security notifications on all critical vulnerabilities discovered on your organisation's attack surface.



Third-Party Risk Management

Monitor suppliers and vendors for risks as an extension of your organisation that may pose a threat.



Partner Technology

Coalition partners with leading cybersecurity companies to offer the right tools to address risks, vulnerabilities, and contingencies. Policyholders can access savings on solutions from leading security providers.

COALITION CYBER AND TECHNOLOGY POLICY 3.0 QUOTATION

Upon binding of this account, we must receive a signed application from the Insured.

Subject to the terms and conditions contained herein, Coalition Risk Solutions Ltd ("Coalition") agrees to issue to the below Named Insured the following quotation for insurance coverage:

Coalition Quote No.:	C-50PT-149731-CYBER-2024		
Named Insured	Bodmin Town Council		
Address	Mount Folly Square Bodmin, England PL21 2DQ		
Policy Period	From: 15 February 2024 (Effective Date) To: 15 February 2025 (Expiration Date) Both dates 12:01 A.M. at the Named Insured’s address above.		
Policy Premium	Premium		£1,592.00
	Policy Fee		£0
	IPT (12%)		£191.04
	Total		£1,783.04
Aggregate Policy Limit of Liability	£2,000,000		
Per Event Limit of Liability	£2,000,000		
Aggregate Retention	£12,500		
<p>Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears below. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Policy Limit of Liability shown above is the most the Insurer(s) will pay under this Policy regardless of the number of Insured Agreements purchased. The Aggregate Retention shown above is the most the Insured will pay towards Retentions regardless of the number of claims or events covered under this Policy.</p> <p>Subject to availability, in the event that you elect to use Coalition Incident Response to provide services that result in breach response costs, claim expenses, cyber extortion expenses, or restoration costs, the fees, costs and expenses of Coalition Incident Response covered under the terms and conditions of this policy will not be subject to any Retention.</p>			
THIRD PARTY LIABILITY COVERAGES			
Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention	
THIRD PARTY SECURITY AND PRIVACY			
A. NETWORK AND INFORMATION SECURITY LIABILITY	£2,000,000	£5,000	
B. REGULATORY DEFENCE AND PENALTIES	£2,000,000	£5,000	
C. PCI FINES AND ASSESSMENTS	£2,000,000	£5,000	
D. FUNDS TRANSFER LIABILITY	£2,000,000	£5,000	
TECHNOLOGY AND MEDIA PROFESSIONAL			
E. TECHNOLOGY ERRORS & OMISSIONS	N/A	N/A	
F. MULTIMEDIA CONTENT LIABILITY	£2,000,000	£5,000	

FIRST PARTY COVERAGES			
Insuring Agreement		Limit / Sub-Limit	Retention / Sub-Retention
EVENT RESPONSE			
G. BREACH RESPONSE SERVICES	Limited to 72 hours following notification to the Breach Response Services Advisor		£0
H. BREACH RESPONSE COSTS		£2,000,000	£5,000
I. CRISIS MANAGEMENT AND PUBLIC RELATIONS		£2,000,000	£5,000
J. RANSOMWARE AND CYBER EXTORTION		£2,000,000	£5,000
K. DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE		£2,000,000	i. Waiting period: 8 hours
			ii. Enhanced waiting period: 1 hour
L. PROOF OF LOSS PREPARATION EXPENSES		£50,000	£5,000
M. DIGITAL ASSET RESTORATION		£2,000,000	£5,000
N. COMPUTER REPLACEMENT AND BRICKING		£2,000,000	£5,000
O. REPUTATIONAL HARM LOSS		£1,000,000	Reputation waiting period: 14 Days
P. COURT ATTENDANCE	i. Per day/per person limit: £250 ii. Limit: £50,000		
Q. CRIMINAL REWARD		£50,000	£0
CYBER CRIME			
R. FUNDS TRANSFER FRAUD, PERSONAL FUNDS FRAUD, AND SOCIAL ENGINEERING		N/A	N/A
S. SERVICE FRAUD INCLUDING CRYPTOJACKING		£100,000	£5,000
T. IMPERSONATION REPAIR COSTS		N/A	N/A
U. INVOICE MANIPULATION		N/A	N/A
Coverages by Endorsement		Limit / Sub-Limit	Retention / Sub-Retention
BODILY INJURY AND PROPERTY DAMAGE – 3RD PARTY		N/A	N/A
BODILY INJURY AND PROPERTY DAMAGE – 1ST PARTY		N/A	N/A
POLLUTION ¹		N/A	N/A
1. POLLUTION ENDORSEMENT amends A. NETWORK AND INFORMATION SECURITY LIABILITY (if selected) and B. REGULATORY DEFENCE AND PENALTIES			

(if selected); use of this limit reduces the limit for A. and B.				
REPUTATION REPAIR ²		£2,000,000		£5,000
2. REPUTATION REPAIR ENDORSEMENT amends I. CRISIS MANAGEMENT AND PUBLIC RELATIONS; use of this limit reduces limit for I.				
Pre-Claim Assistance		£390	Pre-claim assistance is a benefit included as part of the premium. See Section V, CLAIMS PROCESS, PRE-CLAIM ASSISTANCE of the Policy for more details.	
Professional Services	N/A			
Insurer(s) and Quota Share Percentage				
Insurer	Policy No.	Quota Share % of Loss	Quota Share Limit of Liability	Premium
Allianz Global Corporate & Specialty SE	C-50PT-149731-CYBER-2024	70%	£1,400,000	£1,114
Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010161SS24)	C-50PT-149731-CYBER-2024	30%	£600,000	£477
Retroactive Date	Full Prior Acts Coverage			
Continuity Date	15 February 2024			
Breach Response Services Advisor	Coalition, Inc.			
Endorsements and Forms Effective at Inception				
DECLARATIONS			CYGBP-00DC-0622-01	
COALITION CYBER AND TECHNOLOGY POLICY 3.0			CYGBP-00PF-0622-01	
PREMIUM PAYMENT ENDORSEMENT			CYGBP-00EN-000057-0123-01	
BREACH RESPONSE SEPARATE LIMIT ENDORSEMENT			CYGBP-00EN-000005-0622-01	
QUOTA SHARE ENDORSEMENT			CYGBP-00EN-000007-0622-01	
REPUTATION REPAIR ENDORSEMENT			CYGBP-00EN-000004-0622-01	
WAR EXCLUSION - AMENDED V2			CYGBP-00EN-000070-1223-01	

CONDITIONS

This quotation expires within sixty (60) days or on the expiration date of the current coverage, whichever comes first.

This quotation for insurance coverage is issued based on the truthfulness and accuracy of the responses to the questions on the insurance application entered into our underwriting system.

If between the date of the quotation and the Effective Date of the proposed insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the Effective Date of the proposed insurance contract, then the Named Insured must notify Coalition. Whether or not this quotation has already been accepted by the Named Insured, Coalition reserves the

right to rescind this quotation as of its Effective Date or to modify the final terms and conditions of the quotation upon review of the information. Coalition also reserves the right to modify the final terms and conditions upon review of the information received in satisfaction of the aforementioned conditions.

This quotation is also subject to our review and acceptance of responses to the following conditions:

- An authorised representative of the Named Insured signs the application within ten (10) days of the issuance of a binder or insurance coverage will not take effect.

Please note this quotation contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.

DATA PROTECTION

Please bring the following data protection notice to the attention of the Named Insured

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. Exceptionally, this information may include more sensitive details such as information about your health and any criminal convictions you may have and we may need your consent to process such information about you. Where this is the case you will be asked for consent separately. If you withdraw your consent (which you may do at any time), this may affect our ability to provide the insurance cover from which you benefit and may prevent us handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Where you provide us or your insurer, agent or broker with details about other people, you must provide this notice to them.

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) at <https://www.coalitioninc.com/legal/privacy>.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at: legal@coalitioninc.com

Cyber & Technology E&O Insurance

Summary of Cover



Company: This insurance is provided by Allianz Global Corporate & Specialty SE, who is a part of the Allianz Group, and is a German authorised insurance company, providing insurance products and services on a cross-border basis. Allianz Global Corporate & Specialty is the UK branch of Allianz Global Corporate & Specialty SE, Königinstrasse 28, 80802 München, Germany. Munich Commercial Register HRB 208312. UK Branch Registered Office: Allianz House, 60 Gracechurch Street, London EC3V 0HR. Registered in England at UK Companies House FC039211 and BR024312. UK Financial Conduct Authority Register 214374. Authorised by Bundesanstalt für Finanzdienstleistungsaufsicht. This insurance is also underwritten by 'certain insurers at Lloyd's of London'.

This insurance is arranged by Coalition Risk Solutions Ltd, who have been authorised by the insurers under a delegated authority to transact insurance business and handle claims on their behalf. Coalition is a trading name of Coalition Risk Solutions Ltd, which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities. Coalition Risk Solutions Ltd. is registered in England and Wales company number 13036309. Registered office at 34-36 Lime Street, London, United Kingdom, EC3M 7AT.

Product: Cyber and Technology Errors & Omissions Insurance

This document provides a summary of the cover, exclusions and restrictions. It is not personalised to your individual selections. The full terms and conditions of this insurance, including the general policy limits, can be found in the policy document which is available on request from your broker.

What is this type of insurance?

This is a Cyber and Technology Errors & Omissions insurance policy. Cyber insurance **covers certain losses relating to damage to, or loss of information from, IT systems and networks**. Policies generally include significant assistance with and management of the incident itself, which can be essential when faced with reputational damage or regulatory enforcement. Cover will only be provided for the sections you select, up to the agreed sum insured for each sublimit.

Cybersecurity tools and support

- Detailed, personalised cyber risk assessments
- Policyholder and pre-bind access to Coalition Control, our cybersecurity platform
- In-house cybersecurity expertise available to all policyholders
- Cyber threat updates and advice from Security Labs, our R&D team

Expert claims and incident response

- Our in-house claims team handles your cyber incident seamlessly and works with your team towards the best possible outcome
- Access to Coalition Incident Response (CIR) via panel selection means a crucial fast response when a cyber incident happens

What is insured?

Coverage includes (if selected)

- ✓ Third Party Security and Privacy
 - Network and Information Security Liability
 - Regulatory Defence and Penalties
 - PCI Fines and Assessments
 - Funds Transfer Liability
- ✓ Technology and Media Professional
 - Technology Errors and Omissions
 - Multimedia Content Liability
- ✓ Event Response
 - Breach Response Services
 - Breach Response Costs
 - Crisis Management and Public Relations
 - Ransomware & Cyber Extortion
 - Direct and Contingent Business Interruption
 - Proof of Loss Preparation Expenses
 - Digital Asset Restoration
 - Computer Replacement and Bricking
 - Reputational Harm Loss
 - Court Attendance
 - Criminal Record
- ✓ Cyber Crime
 - Funds Transfer Fraud, Personal Funds Fraud and Social Engineering
 - Service Fraud including Cryptojacking
 - Impersonation Repair Costs
 - Invoice Manipulation

What is not insured?

Coverage excludes (unless carveback added)

- ✗ Bodily Injury
- ✗ Confiscation
- ✗ Contractual Liability
- ✗ Discrimination
- ✗ Employment Practices
- ✗ Fraud by a Senior Executive
- ✗ Governmental Orders
- ✗ Illegal Remuneration
- ✗ Insured vs Insured
- ✗ Intellectual Property
- ✗ Merchant Liability
- ✗ Natural Disaster
- ✗ Nuclear
- ✗ Pollutants
- ✗ Prior Knowledge
- ✗ Retroactive Date
- ✗ Securities
- ✗ Tangible Property
- ✗ Technology Errors & Omissions Exclusions
- ✗ Third Party Mechanical Failure
- ✗ Unfair Trade Practice
- ✗ Violation of Acts/Laws
- ✗ War and Terrorism (*not Cyber Terrorism*)
- ✗ Wrongful Collection

Are there any restrictions on cover?

- Endorsements that restrict cover or impose additional obligations may apply to your policy.
- We will not cover the amount of the retention (the amount that you have to pay on each claim).
- The monetary limit for certain insuring agreements may be lower than the policy limit and this will be shown in your policy declarations.
- Cover only applies to claims or incidents notified during the policy period or 90 days after the end of the policy period for claims made against you or incidents first discovered by you, in the last 60 days of the policy period.
- We will not provide cover or any benefit that would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- Certain legal and incident response costs covered under this insurance must be incurred with a defined panel of vendors.

Where am I covered?

Your UK-domiciled entities are covered on a worldwide basis. The named insured is covered for your financial interest in non-UK domiciled subsidiaries that are not directly insured.

What are my obligations?

- Before a contract of insurance is entered into or before any variation during the policy period, you are required to give a fair presentation of the risk in accordance with the Insurance Act 2015
- You must disclose every material circumstance which you know or ought to know, or failing that, make a disclosure which gives us sufficient information to put a prudent insurer on notice that it needs to make further enquiries to reveal those material circumstances
- Your disclosure must be made in a manner which would be reasonably clear and accessible to a prudent insurer and following a reasonable search of the information held within your organisation or held by any other person or third party.
- You must, as a condition precedent to coverage, provide us written notice of any claim or incident as soon as practicable once such claim or incident is known to a senior executive.
- You will cooperate with counsel and us in all investigations, in defence of all claims, respond to reasonable requests for information, execute all papers and render all assistance as requested.
- You will do nothing that increases our exposure under this Policy.
- You will not, except at your own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgement or award, or dispose of any claim without our prior written consent.
- You will do everything necessary to secure and preserve subrogation rights.
- You must give written notice of a change in control to us as soon as practicable but no later than thirty (30) days after the change in control.

Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy.

When and how do I pay?

Your broker will advise you of the full details of when and the options by which you can pay.

When does the cover start and end?

This insurance is offered on a 12 month policy term basis. Shorter or longer periods can be arranged upon request, subject to a maximum of 18 months. The start date and end date of the cover are specified in your policy declarations.

How do I cancel the contract?

You can cancel this insurance at any time by surrendering this Policy to us or mailing a written notice stating when such cancellation will be effective. The earned premium will be computed pro rata but the premium will be deemed fully earned if any claim, event, or any circumstance that could reasonably be expected to give rise to a claim or event, is reported to us on or before the date of cancellation.

Need to make a claim?

The faster you report a suspected cyber incident to Coalition, the greater the chance that we can resolve it successfully for you. There are several ways to report a claim or suspected incident. You will always be connected with a member of our claims team.

- Call: **0808 134 9559**
- Email: claims@coalitioninc.com
- Via **live chat** on our website
- Mail: **Attn: Coalition Claims, 34-36 Lime Street, London, EC3M 7AT**

Have a security question?

For general security questions you can email help@coalitioninc.com. Our expert Security Support Centre team can help answer your security related questions.

Feedback and complaints

Every effort is made to ensure that you receive a high standard of service. If you are not satisfied with the service you have received, we would like to hear from you - please contact: complaints@coalitioninc.com or telephone **02045364690**. To help us deal with your comments quickly, please quote your policy or claim number and name of the named insured.

We will do our best to resolve any difficulty directly with you, but if we are unable to do this to your satisfaction you may be entitled to refer the dispute to the Financial Ombudsman Service who will carry out an independent review. You can contact the Financial Ombudsman Service on **0800 023 4567 / 0300 123 9123**, or by emailing complaint.info@financial-ombudsman.org.uk, or by mailing Exchange Tower, Harbour Exchange Square, London E14 9SR. Further information is available on the FOS's website: www.financial-ombudsman.org.uk

If we are unable to resolve a complaint which relates to the performance of your policy or the insurer, and your policy is underwritten by 'certain insurers at Lloyd's of London', you may also be able to refer your complaint to Lloyd's for review. Lloyd's' contact details are below, and further information on the referral process can be found on the Lloyd's website.

Address: Lloyd's Complaints Team, One Lime Street, London. EC3M 7HA

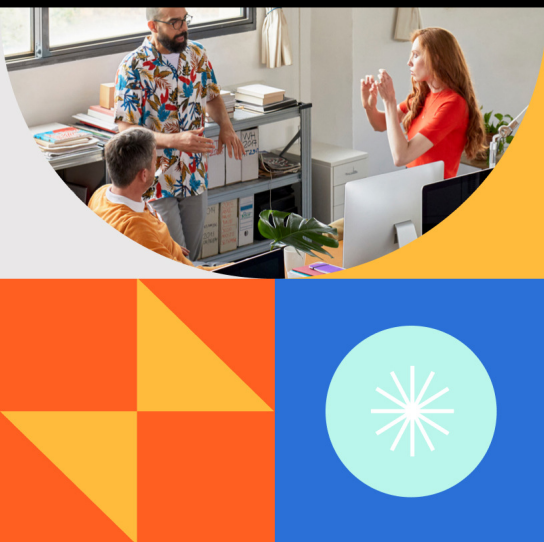
Telephone: 020 7327 5693 020 7327 5693 (calls to this number are free from "fixed lines" in the UK) or **0300 123 9123** (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See fscs.org.uk



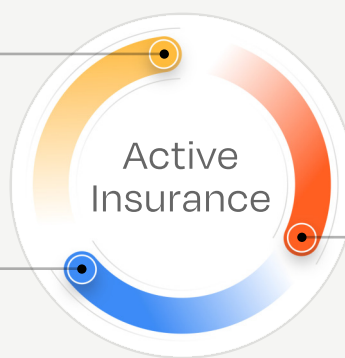
Digital Risk, **Solved**

Coalition is the leading provider of Active Insurance. By combining the power of technology and insurance, we help organisations identify, mitigate, and respond to digital risks.

Our unique approach

Active Protection
Monitoring and alerting to identify and prevent risk before it strikes

Active Risk Assessment
Understand your risks in real time



Active Response
Access to in-house response teams and leading coverage if an incident occurs

Active Protection in Coalition Control

Coalition offers comprehensive and innovative cyber insurance products to help protect your business and keep it up and running. Coalition also actively monitors its policyholders' risks through proprietary cybersecurity tools and 24/7 cyber security experts are available to help you respond to a cyber incident. In addition, Coalition Control provides policyholders access to the following tools to help them mitigate cyber risks:



Attack Surface Monitoring

Improve security hygiene with continuous monitoring of all your company's digital assets, including infrastructure, applications, IT and data exposures.



Security Notifications

Stay up to date with dashboard and email notifications of day to day tasks and security notifications on all critical vulnerabilities discovered on your organisation's attack surface.



Third-Party Risk Management

Monitor suppliers and vendors for risks as an extension of your organisation that may pose a threat.



Partner Technology

Coalition partners with leading cybersecurity companies to offer the right tools to address risks, vulnerabilities, and contingencies. Policyholders can access savings on solutions from leading security providers.

COALITION CYBER AND TECHNOLOGY POLICY 3.0 QUOTATION

Upon binding of this account, we must receive a signed application from the Insured.

Subject to the terms and conditions contained herein, Coalition Risk Solutions Ltd ("Coalition") agrees to issue to the below Named Insured the following quotation for insurance coverage:

Coalition Quote No.:	C-50PT-149732-CYBER-2024		
Named Insured	Bodmin Town Council		
Address	Mount Folly Square Bodmin, England PL21 2DQ		
Policy Period	From: 15 February 2024 (Effective Date) To: 15 February 2025 (Expiration Date) Both dates 12:01 A.M. at the Named Insured’s address above.		
Policy Premium	Premium		£590.00
	Policy Fee		£0
	IPT (12%)		£70.80
	Total		£660.80
Aggregate Policy Limit of Liability			£1,000,000
Per Event Limit of Liability			£1,000,000
Aggregate Retention			£6,250
<p>Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears below. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Policy Limit of Liability shown above is the most the Insurer(s) will pay under this Policy regardless of the number of Insured Agreements purchased. The Aggregate Retention shown above is the most the Insured will pay towards Retentions regardless of the number of claims or events covered under this Policy.</p> <p>Subject to availability, in the event that you elect to use Coalition Incident Response to provide services that result in breach response costs, claim expenses, cyber extortion expenses, or restoration costs, the fees, costs and expenses of Coalition Incident Response covered under the terms and conditions of this policy will not be subject to any Retention.</p>			
THIRD PARTY LIABILITY COVERAGES			
Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention	
THIRD PARTY SECURITY AND PRIVACY			
A. NETWORK AND INFORMATION SECURITY LIABILITY	£1,000,000	£2,500	
B. REGULATORY DEFENCE AND PENALTIES	£1,000,000	£2,500	
C. PCI FINES AND ASSESSMENTS	£1,000,000	£2,500	
D. FUNDS TRANSFER LIABILITY	£1,000,000	£2,500	
TECHNOLOGY AND MEDIA PROFESSIONAL			
E. TECHNOLOGY ERRORS & OMISSIONS	N/A	N/A	
F. MULTIMEDIA CONTENT LIABILITY	£1,000,000	£2,500	

FIRST PARTY COVERAGES				
Insuring Agreement		Limit / Sub-Limit	Retention / Sub-Retention	
EVENT RESPONSE				
G. BREACH RESPONSE SERVICES	Limited to 72 hours following notification to the Breach Response Services Advisor		£0	
H. BREACH RESPONSE COSTS		£1,000,000	£2,500	
I. CRISIS MANAGEMENT AND PUBLIC RELATIONS		£1,000,000	£2,500	
J. RANSOMWARE AND CYBER EXTORTION		£1,000,000	£2,500	
K. DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE		£1,000,000	i. Waiting period:	8 hours
			ii. Enhanced waiting period:	1 hour
L. PROOF OF LOSS PREPARATION EXPENSES		£50,000		£2,500
M. DIGITAL ASSET RESTORATION		£1,000,000		£2,500
N. COMPUTER REPLACEMENT AND BRICKING		£1,000,000		£2,500
O. REPUTATIONAL HARM LOSS		£1,000,000	Reputation waiting period:	14 Days
P. COURT ATTENDANCE	i. Per day/per person limit: £250			
	ii. Limit: £50,000			
Q. CRIMINAL REWARD		£50,000		£0
CYBER CRIME				
R. FUNDS TRANSFER FRAUD, PERSONAL FUNDS FRAUD, AND SOCIAL ENGINEERING		N/A		N/A
S. SERVICE FRAUD INCLUDING CRYPTOJACKING		£100,000		£2,500
T. IMPERSONATION REPAIR COSTS		N/A		N/A
U. INVOICE MANIPULATION		N/A		N/A
Coverages by Endorsement		Limit / Sub-Limit	Retention / Sub-Retention	
BODILY INJURY AND PROPERTY DAMAGE – 3RD PARTY		N/A	N/A	
BODILY INJURY AND PROPERTY DAMAGE – 1ST PARTY		N/A	N/A	
POLLUTION ¹		N/A	N/A	
1. POLLUTION ENDORSEMENT amends A. NETWORK AND INFORMATION SECURITY LIABILITY (if selected) and B. REGULATORY DEFENCE AND PENALTIES				

(if selected); use of this limit reduces the limit for A. and B.				
REPUTATION REPAIR ²		£1,000,000		£2,500
2. REPUTATION REPAIR ENDORSEMENT amends I. CRISIS MANAGEMENT AND PUBLIC RELATIONS; use of this limit reduces limit for I.				
Pre-Claim Assistance		£140	Pre-claim assistance is a benefit included as part of the premium. See Section V, CLAIMS PROCESS, PRE-CLAIM ASSISTANCE of the Policy for more details.	
Professional Services	N/A			
Insurer(s) and Quota Share Percentage				
Insurer	Policy No.	Quota Share % of Loss	Quota Share Limit of Liability	Premium
Allianz Global Corporate & Specialty SE	C-50PT-149732-CYBER-2024	70%	£700,000	£413
Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010161SS24)	C-50PT-149732-CYBER-2024	30%	£300,000	£177
Retroactive Date	Full Prior Acts Coverage			
Continuity Date	15 February 2024			
Breach Response Services Advisor	Coalition, Inc.			
Endorsements and Forms Effective at Inception				
DECLARATIONS			CYGBP-00DC-0622-01	
COALITION CYBER AND TECHNOLOGY POLICY 3.0			CYGBP-00PF-0622-01	
PREMIUM PAYMENT ENDORSEMENT			CYGBP-00EN-000057-0123-01	
BREACH RESPONSE SEPARATE LIMIT ENDORSEMENT			CYGBP-00EN-000005-0622-01	
QUOTA SHARE ENDORSEMENT			CYGBP-00EN-000007-0622-01	
REPUTATION REPAIR ENDORSEMENT			CYGBP-00EN-000004-0622-01	
WAR EXCLUSION - AMENDED V2			CYGBP-00EN-000070-1223-01	

CONDITIONS

This quotation expires within sixty (60) days or on the expiration date of the current coverage, whichever comes first.

This quotation for insurance coverage is issued based on the truthfulness and accuracy of the responses to the questions on the insurance application entered into our underwriting system.

If between the date of the quotation and the Effective Date of the proposed insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the Effective Date of the proposed insurance contract, then the Named Insured must notify Coalition. Whether or not this quotation has already been accepted by the Named Insured, Coalition reserves the

right to rescind this quotation as of its Effective Date or to modify the final terms and conditions of the quotation upon review of the information. Coalition also reserves the right to modify the final terms and conditions upon review of the information received in satisfaction of the aforementioned conditions.

This quotation is also subject to our review and acceptance of responses to the following conditions:

- An authorised representative of the Named Insured signs the application within ten (10) days of the issuance of a binder or insurance coverage will not take effect.

Please note this quotation contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.

DATA PROTECTION

Please bring the following data protection notice to the attention of the Named Insured

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. Exceptionally, this information may include more sensitive details such as information about your health and any criminal convictions you may have and we may need your consent to process such information about you. Where this is the case you will be asked for consent separately. If you withdraw your consent (which you may do at any time), this may affect our ability to provide the insurance cover from which you benefit and may prevent us handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Where you provide us or your insurer, agent or broker with details about other people, you must provide this notice to them.

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) at <https://www.coalitioninc.com/legal/privacy>.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at: legal@coalitioninc.com

Cyber & Technology E&O Insurance

Summary of Cover



Company: This insurance is provided by Allianz Global Corporate & Specialty SE, who is a part of the Allianz Group, and is a German authorised insurance company, providing insurance products and services on a cross-border basis. Allianz Global Corporate & Specialty is the UK branch of Allianz Global Corporate & Specialty SE, Königinstrasse 28, 80802 München, Germany. Munich Commercial Register HRB 208312. UK Branch Registered Office: Allianz House, 60 Gracechurch Street, London EC3V 0HR. Registered in England at UK Companies House FC039211 and BR024312. UK Financial Conduct Authority Register 214374. Authorised by Bundesanstalt für Finanzdienstleistungsaufsicht. This insurance is also underwritten by 'certain insurers at Lloyd's of London'.

This insurance is arranged by Coalition Risk Solutions Ltd, who have been authorised by the insurers under a delegated authority to transact insurance business and handle claims on their behalf. Coalition is a trading name of Coalition Risk Solutions Ltd, which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities. Coalition Risk Solutions Ltd. is registered in England and Wales company number 13036309. Registered office at 34-36 Lime Street, London, United Kingdom, EC3M 7AT.

Product: Cyber and Technology Errors & Omissions Insurance

This document provides a summary of the cover, exclusions and restrictions. It is not personalised to your individual selections. The full terms and conditions of this insurance, including the general policy limits, can be found in the policy document which is available on request from your broker.

What is this type of insurance?

This is a Cyber and Technology Errors & Omissions insurance policy. Cyber insurance **covers certain losses relating to damage to, or loss of information from, IT systems and networks**. Policies generally include significant assistance with and management of the incident itself, which can be essential when faced with reputational damage or regulatory enforcement. Cover will only be provided for the sections you select, up to the agreed sum insured for each sublimit.

Cybersecurity tools and support

- Detailed, personalised cyber risk assessments
- Policyholder and pre-bind access to Coalition Control, our cybersecurity platform
- In-house cybersecurity expertise available to all policyholders
- Cyber threat updates and advice from Security Labs, our R&D team

Expert claims and incident response

- Our in-house claims team handles your cyber incident seamlessly and works with your team towards the best possible outcome
- Access to Coalition Incident Response (CIR) via panel selection means a crucial fast response when a cyber incident happens

What is insured?

Coverage includes (if selected)

- ✓ Third Party Security and Privacy
 - Network and Information Security Liability
 - Regulatory Defence and Penalties
 - PCI Fines and Assessments
 - Funds Transfer Liability
- ✓ Technology and Media Professional
 - Technology Errors and Omissions
 - Multimedia Content Liability
- ✓ Event Response
 - Breach Response Services
 - Breach Response Costs
 - Crisis Management and Public Relations
 - Ransomware & Cyber Extortion
 - Direct and Contingent Business Interruption
 - Proof of Loss Preparation Expenses
 - Digital Asset Restoration
 - Computer Replacement and Bricking
 - Reputational Harm Loss
 - Court Attendance
 - Criminal Record
- ✓ Cyber Crime
 - Funds Transfer Fraud, Personal Funds Fraud and Social Engineering
 - Service Fraud including Cryptojacking
 - Impersonation Repair Costs
 - Invoice Manipulation

What is not insured?

Coverage excludes (unless carveback added)

- ✗ Bodily Injury
- ✗ Confiscation
- ✗ Contractual Liability
- ✗ Discrimination
- ✗ Employment Practices
- ✗ Fraud by a Senior Executive
- ✗ Governmental Orders
- ✗ Illegal Remuneration
- ✗ Insured vs Insured
- ✗ Intellectual Property
- ✗ Merchant Liability
- ✗ Natural Disaster
- ✗ Nuclear
- ✗ Pollutants
- ✗ Prior Knowledge
- ✗ Retroactive Date
- ✗ Securities
- ✗ Tangible Property
- ✗ Technology Errors & Omissions Exclusions
- ✗ Third Party Mechanical Failure
- ✗ Unfair Trade Practice
- ✗ Violation of Acts/Laws
- ✗ War and Terrorism (*not Cyber Terrorism*)
- ✗ Wrongful Collection

Are there any restrictions on cover?

- Endorsements that restrict cover or impose additional obligations may apply to your policy.
- We will not cover the amount of the retention (the amount that you have to pay on each claim).
- The monetary limit for certain insuring agreements may be lower than the policy limit and this will be shown in your policy declarations.
- Cover only applies to claims or incidents notified during the policy period or 90 days after the end of the policy period for claims made against you or incidents first discovered by you, in the last 60 days of the policy period.
- We will not provide cover or any benefit that would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- Certain legal and incident response costs covered under this insurance must be incurred with a defined panel of vendors.

Where am I covered?

Your UK-domiciled entities are covered on a worldwide basis. The named insured is covered for your financial interest in non-UK domiciled subsidiaries that are not directly insured.

What are my obligations?

- Before a contract of insurance is entered into or before any variation during the policy period, you are required to give a fair presentation of the risk in accordance with the Insurance Act 2015
- You must disclose every material circumstance which you know or ought to know, or failing that, make a disclosure which gives us sufficient information to put a prudent insurer on notice that it needs to make further enquiries to reveal those material circumstances
- Your disclosure must be made in a manner which would be reasonably clear and accessible to a prudent insurer and following a reasonable search of the information held within your organisation or held by any other person or third party.
- You must, as a condition precedent to coverage, provide us written notice of any claim or incident as soon as practicable once such claim or incident is known to a senior executive.
- You will cooperate with counsel and us in all investigations, in defence of all claims, respond to reasonable requests for information, execute all papers and render all assistance as requested.
- You will do nothing that increases our exposure under this Policy.
- You will not, except at your own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgement or award, or dispose of any claim without our prior written consent.
- You will do everything necessary to secure and preserve subrogation rights.
- You must give written notice of a change in control to us as soon as practicable but no later than thirty (30) days after the change in control.

Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy.

When and how do I pay?

Your broker will advise you of the full details of when and the options by which you can pay.

When does the cover start and end?

This insurance is offered on a 12 month policy term basis. Shorter or longer periods can be arranged upon request, subject to a maximum of 18 months. The start date and end date of the cover are specified in your policy declarations.

How do I cancel the contract?

You can cancel this insurance at any time by surrendering this Policy to us or mailing a written notice stating when such cancellation will be effective. The earned premium will be computed pro rata but the premium will be deemed fully earned if any claim, event, or any circumstance that could reasonably be expected to give rise to a claim or event, is reported to us on or before the date of cancellation.

Need to make a claim?

The faster you report a suspected cyber incident to Coalition, the greater the chance that we can resolve it successfully for you. There are several ways to report a claim or suspected incident. You will always be connected with a member of our claims team.

- Call: **0808 134 9559**
- Email: claims@coalitioninc.com
- Via **live chat** on our website
- Mail: **Attn: Coalition Claims, 34-36 Lime Street, London, EC3M 7AT**

Have a security question?

For general security questions you can email help@coalitioninc.com. Our expert Security Support Centre team can help answer your security related questions.

Feedback and complaints

Every effort is made to ensure that you receive a high standard of service. If you are not satisfied with the service you have received, we would like to hear from you - please contact: complaints@coalitioninc.com or telephone **02045364690**. To help us deal with your comments quickly, please quote your policy or claim number and name of the named insured.

We will do our best to resolve any difficulty directly with you, but if we are unable to do this to your satisfaction you may be entitled to refer the dispute to the Financial Ombudsman Service who will carry out an independent review. You can contact the Financial Ombudsman Service on **0800 023 4567 / 0300 123 9123**, or by emailing complaint.info@financial-ombudsman.org.uk, or by mailing Exchange Tower, Harbour Exchange Square, London E14 9SR. Further information is available on the FOS's website: www.financial-ombudsman.org.uk

If we are unable to resolve a complaint which relates to the performance of your policy or the insurer, and your policy is underwritten by 'certain insurers at Lloyd's of London', you may also be able to refer your complaint to Lloyd's for review. Lloyd's' contact details are below, and further information on the referral process can be found on the Lloyd's website.

Address: Lloyd's Complaints Team, One Lime Street, London. EC3M 7HA

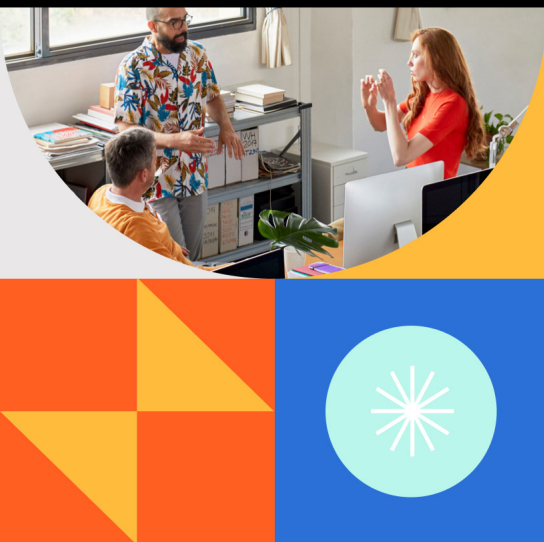
Telephone: 020 7327 5693 020 7327 5693 (calls to this number are free from "fixed lines" in the UK) or **0300 123 9123** (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See fscs.org.uk



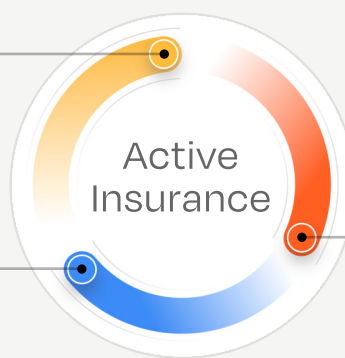
Digital Risk, Solved

Coalition is the leading provider of Active Insurance. By combining the power of technology and insurance, we help organisations identify, mitigate, and respond to digital risks.

Our unique approach

Active Protection
Monitoring and alerting to identify and prevent risk before it strikes

Active Risk Assessment
Understand your risks in real time



Active Response
Access to in-house response teams and leading coverage if an incident occurs

Active Protection in Coalition Control

Coalition offers comprehensive and innovative cyber insurance products to help protect your business and keep it up and running. Coalition also actively monitors its policyholders' risks through proprietary cybersecurity tools and 24/7 cyber security experts are available to help you respond to a cyber incident. In addition, Coalition Control provides policyholders access to the following tools to help them mitigate cyber risks:



Attack Surface Monitoring

Improve security hygiene with continuous monitoring of all your company's digital assets, including infrastructure, applications, IT and data exposures.



Security Notifications

Stay up to date with dashboard and email notifications of day to day tasks and security notifications on all critical vulnerabilities discovered on your organisation's attack surface.



Third-Party Risk Management

Monitor suppliers and vendors for risks as an extension of your organisation that may pose a threat.



Partner Technology

Coalition partners with leading cybersecurity companies to offer the right tools to address risks, vulnerabilities, and contingencies. Policyholders can access savings on solutions from leading security providers.

COALITION CYBER AND TECHNOLOGY POLICY 3.0 QUOTATION

Upon binding of this account, we must receive a signed application from the Insured.

Subject to the terms and conditions contained herein, Coalition Risk Solutions Ltd ("Coalition") agrees to issue to the below Named Insured the following quotation for insurance coverage:

Coalition Quote No.:	C-50PT-149733-CYBER-2024		
Named Insured	Bodmin Town Council		
Address	Mount Folly Square Bodmin, England PL21 2DQ		
Policy Period	From: 15 February 2024 (Effective Date) To: 15 February 2025 (Expiration Date) Both dates 12:01 A.M. at the Named Insured’s address above.		
Policy Premium	Premium		£456.00
	Policy Fee		£0
	IPT (12%)		£54.72
	Total		£510.72
Aggregate Policy Limit of Liability	£500,000		
Per Event Limit of Liability	£500,000		
Aggregate Retention	£2,500		
<p>Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears below. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Policy Limit of Liability shown above is the most the Insurer(s) will pay under this Policy regardless of the number of Insured Agreements purchased. The Aggregate Retention shown above is the most the Insured will pay towards Retentions regardless of the number of claims or events covered under this Policy.</p> <p>Subject to availability, in the event that you elect to use Coalition Incident Response to provide services that result in breach response costs, claim expenses, cyber extortion expenses, or restoration costs, the fees, costs and expenses of Coalition Incident Response covered under the terms and conditions of this policy will not be subject to any Retention.</p>			
THIRD PARTY LIABILITY COVERAGES			
Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention	
THIRD PARTY SECURITY AND PRIVACY			
A. NETWORK AND INFORMATION SECURITY LIABILITY	£500,000	£1,000	
B. REGULATORY DEFENCE AND PENALTIES	£500,000	£1,000	
C. PCI FINES AND ASSESSMENTS	£500,000	£1,000	
D. FUNDS TRANSFER LIABILITY	£500,000	£1,000	
TECHNOLOGY AND MEDIA PROFESSIONAL			
E. TECHNOLOGY ERRORS & OMISSIONS	N/A	N/A	
F. MULTIMEDIA CONTENT LIABILITY	£500,000	£1,000	

FIRST PARTY COVERAGES			
Insuring Agreement		Limit / Sub-Limit	Retention / Sub-Retention
EVENT RESPONSE			
G. BREACH RESPONSE SERVICES	Limited to 72 hours following notification to the Breach Response Services Advisor		£0
H. BREACH RESPONSE COSTS		£500,000	£1,000
I. CRISIS MANAGEMENT AND PUBLIC RELATIONS		£500,000	£1,000
J. RANSOMWARE AND CYBER EXTORTION		£500,000	£1,000
K. DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE		£500,000	i. Waiting period: 8 hours ii. Enhanced waiting period: 1 hour
L. PROOF OF LOSS PREPARATION EXPENSES		£50,000	£1,000
M. DIGITAL ASSET RESTORATION		£500,000	£1,000
N. COMPUTER REPLACEMENT AND BRICKING		£500,000	£1,000
O. REPUTATIONAL HARM LOSS		£500,000	Reputation waiting period: 14 Days
P. COURT ATTENDANCE	i. Per day/per person limit: £250 ii. Limit: £50,000		
Q. CRIMINAL REWARD		£50,000	£0
CYBER CRIME			
R. FUNDS TRANSFER FRAUD, PERSONAL FUNDS FRAUD, AND SOCIAL ENGINEERING		N/A	N/A
S. SERVICE FRAUD INCLUDING CRYPTOJACKING		£100,000	£1,000
T. IMPERSONATION REPAIR COSTS		N/A	N/A
U. INVOICE MANIPULATION		N/A	N/A
Coverages by Endorsement		Limit / Sub-Limit	Retention / Sub-Retention
BODILY INJURY AND PROPERTY DAMAGE – 3RD PARTY		N/A	N/A
BODILY INJURY AND PROPERTY DAMAGE – 1ST PARTY		N/A	N/A
POLLUTION ¹		N/A	N/A
1. POLLUTION ENDORSEMENT amends A. NETWORK AND INFORMATION SECURITY LIABILITY (if selected) and B. REGULATORY DEFENCE AND PENALTIES			

(if selected); use of this limit reduces the limit for A. and B.				
REPUTATION REPAIR ²		£500,000		£1,000
2. REPUTATION REPAIR ENDORSEMENT amends I. CRISIS MANAGEMENT AND PUBLIC RELATIONS; use of this limit reduces limit for I.				
Pre-Claim Assistance		£110	Pre-claim assistance is a benefit included as part of the premium. See Section V, CLAIMS PROCESS, PRE-CLAIM ASSISTANCE of the Policy for more details.	
Professional Services	N/A			
Insurer(s) and Quota Share Percentage				
Insurer	Policy No.	Quota Share % of Loss	Quota Share Limit of Liability	Premium
Allianz Global Corporate & Specialty SE	C-50PT-149733-CYBER-2024	70%	£350,000	£319
Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010161SS24)	C-50PT-149733-CYBER-2024	30%	£150,000	£136
Retroactive Date	Full Prior Acts Coverage			
Continuity Date	15 February 2024			
Breach Response Services Advisor	Coalition, Inc.			
Endorsements and Forms Effective at Inception				
DECLARATIONS			CYGBP-00DC-0622-01	
COALITION CYBER AND TECHNOLOGY POLICY 3.0			CYGBP-00PF-0622-01	
PREMIUM PAYMENT ENDORSEMENT			CYGBP-00EN-000057-0123-01	
BREACH RESPONSE SEPARATE LIMIT ENDORSEMENT			CYGBP-00EN-000005-0622-01	
QUOTA SHARE ENDORSEMENT			CYGBP-00EN-000007-0622-01	
REPUTATION REPAIR ENDORSEMENT			CYGBP-00EN-000004-0622-01	
WAR EXCLUSION - AMENDED V2			CYGBP-00EN-000070-1223-01	

CONDITIONS

This quotation expires within sixty (60) days or on the expiration date of the current coverage, whichever comes first.

This quotation for insurance coverage is issued based on the truthfulness and accuracy of the responses to the questions on the insurance application entered into our underwriting system.

If between the date of the quotation and the Effective Date of the proposed insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the Effective Date of the proposed insurance contract, then the Named Insured must notify Coalition. Whether or not this quotation has already been accepted by the Named Insured, Coalition reserves the

right to rescind this quotation as of its Effective Date or to modify the final terms and conditions of the quotation upon review of the information. Coalition also reserves the right to modify the final terms and conditions upon review of the information received in satisfaction of the aforementioned conditions.

This quotation is also subject to our review and acceptance of responses to the following conditions:

- An authorised representative of the Named Insured signs the application within ten (10) days of the issuance of a binder or insurance coverage will not take effect.

Please note this quotation contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.

DATA PROTECTION

Please bring the following data protection notice to the attention of the Named Insured

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. Exceptionally, this information may include more sensitive details such as information about your health and any criminal convictions you may have and we may need your consent to process such information about you. Where this is the case you will be asked for consent separately. If you withdraw your consent (which you may do at any time), this may affect our ability to provide the insurance cover from which you benefit and may prevent us handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Where you provide us or your insurer, agent or broker with details about other people, you must provide this notice to them.

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) at <https://www.coalitioninc.com/legal/privacy>.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at: legal@coalitioninc.com

Cyber & Technology E&O Insurance

Summary of Cover



Company: This insurance is provided by Allianz Global Corporate & Specialty SE, who is a part of the Allianz Group, and is a German authorised insurance company, providing insurance products and services on a cross-border basis. Allianz Global Corporate & Specialty is the UK branch of Allianz Global Corporate & Specialty SE, Königinstrasse 28, 80802 München, Germany. Munich Commercial Register HRB 208312. UK Branch Registered Office: Allianz House, 60 Gracechurch Street, London EC3V 0HR. Registered in England at UK Companies House FC039211 and BR024312. UK Financial Conduct Authority Register 214374. Authorised by Bundesanstalt für Finanzdienstleistungsaufsicht. This insurance is also underwritten by 'certain insurers at Lloyd's of London'.

This insurance is arranged by Coalition Risk Solutions Ltd, who have been authorised by the insurers under a delegated authority to transact insurance business and handle claims on their behalf. Coalition is a trading name of Coalition Risk Solutions Ltd, which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities. Coalition Risk Solutions Ltd. is registered in England and Wales company number 13036309. Registered office at 34-36 Lime Street, London, United Kingdom, EC3M 7AT.

Product: Cyber and Technology Errors & Omissions Insurance

This document provides a summary of the cover, exclusions and restrictions. It is not personalised to your individual selections. The full terms and conditions of this insurance, including the general policy limits, can be found in the policy document which is available on request from your broker.

What is this type of insurance?

This is a Cyber and Technology Errors & Omissions insurance policy. Cyber insurance **covers certain losses relating to damage to, or loss of information from, IT systems and networks**. Policies generally include significant assistance with and management of the incident itself, which can be essential when faced with reputational damage or regulatory enforcement. Cover will only be provided for the sections you select, up to the agreed sum insured for each sublimit.

Cybersecurity tools and support

- Detailed, personalised cyber risk assessments
- Policyholder and pre-bind access to Coalition Control, our cybersecurity platform
- In-house cybersecurity expertise available to all policyholders
- Cyber threat updates and advice from Security Labs, our R&D team

Expert claims and incident response

- Our in-house claims team handles your cyber incident seamlessly and works with your team towards the best possible outcome
- Access to Coalition Incident Response (CIR) via panel selection means a crucial fast response when a cyber incident happens

What is insured?

Coverage includes (if selected)

- ✓ Third Party Security and Privacy
 - Network and Information Security Liability
 - Regulatory Defence and Penalties
 - PCI Fines and Assessments
 - Funds Transfer Liability
- ✓ Technology and Media Professional
 - Technology Errors and Omissions
 - Multimedia Content Liability
- ✓ Event Response
 - Breach Response Services
 - Breach Response Costs
 - Crisis Management and Public Relations
 - Ransomware & Cyber Extortion
 - Direct and Contingent Business Interruption
 - Proof of Loss Preparation Expenses
 - Digital Asset Restoration
 - Computer Replacement and Bricking
 - Reputational Harm Loss
 - Court Attendance
 - Criminal Record
- ✓ Cyber Crime
 - Funds Transfer Fraud, Personal Funds Fraud and Social Engineering
 - Service Fraud including Cryptojacking
 - Impersonation Repair Costs
 - Invoice Manipulation

What is not insured?

Coverage excludes (unless carveback added)

- ✗ Bodily Injury
- ✗ Confiscation
- ✗ Contractual Liability
- ✗ Discrimination
- ✗ Employment Practices
- ✗ Fraud by a Senior Executive
- ✗ Governmental Orders
- ✗ Illegal Remuneration
- ✗ Insured vs Insured
- ✗ Intellectual Property
- ✗ Merchant Liability
- ✗ Natural Disaster
- ✗ Nuclear
- ✗ Pollutants
- ✗ Prior Knowledge
- ✗ Retroactive Date
- ✗ Securities
- ✗ Tangible Property
- ✗ Technology Errors & Omissions Exclusions
- ✗ Third Party Mechanical Failure
- ✗ Unfair Trade Practice
- ✗ Violation of Acts/Laws
- ✗ War and Terrorism (*not Cyber Terrorism*)
- ✗ Wrongful Collection

Are there any restrictions on cover?

- Endorsements that restrict cover or impose additional obligations may apply to your policy.
- We will not cover the amount of the retention (the amount that you have to pay on each claim).
- The monetary limit for certain insuring agreements may be lower than the policy limit and this will be shown in your policy declarations.
- Cover only applies to claims or incidents notified during the policy period or 90 days after the end of the policy period for claims made against you or incidents first discovered by you, in the last 60 days of the policy period.
- We will not provide cover or any benefit that would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- Certain legal and incident response costs covered under this insurance must be incurred with a defined panel of vendors.

Where am I covered?

Your UK-domiciled entities are covered on a worldwide basis. The named insured is covered for your financial interest in non-UK domiciled subsidiaries that are not directly insured.

What are my obligations?

- Before a contract of insurance is entered into or before any variation during the policy period, you are required to give a fair presentation of the risk in accordance with the Insurance Act 2015
- You must disclose every material circumstance which you know or ought to know, or failing that, make a disclosure which gives us sufficient information to put a prudent insurer on notice that it needs to make further enquiries to reveal those material circumstances
- Your disclosure must be made in a manner which would be reasonably clear and accessible to a prudent insurer and following a reasonable search of the information held within your organisation or held by any other person or third party.
- You must, as a condition precedent to coverage, provide us written notice of any claim or incident as soon as practicable once such claim or incident is known to a senior executive.
- You will cooperate with counsel and us in all investigations, in defence of all claims, respond to reasonable requests for information, execute all papers and render all assistance as requested.
- You will do nothing that increases our exposure under this Policy.
- You will not, except at your own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgement or award, or dispose of any claim without our prior written consent.
- You will do everything necessary to secure and preserve subrogation rights.
- You must give written notice of a change in control to us as soon as practicable but no later than thirty (30) days after the change in control.

Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy.

When and how do I pay?

Your broker will advise you of the full details of when and the options by which you can pay.

When does the cover start and end?

This insurance is offered on a 12 month policy term basis. Shorter or longer periods can be arranged upon request, subject to a maximum of 18 months. The start date and end date of the cover are specified in your policy declarations.

How do I cancel the contract?

You can cancel this insurance at any time by surrendering this Policy to us or mailing a written notice stating when such cancellation will be effective. The earned premium will be computed pro rata but the premium will be deemed fully earned if any claim, event, or any circumstance that could reasonably be expected to give rise to a claim or event, is reported to us on or before the date of cancellation.

Need to make a claim?

The faster you report a suspected cyber incident to Coalition, the greater the chance that we can resolve it successfully for you. There are several ways to report a claim or suspected incident. You will always be connected with a member of our claims team.

- Call: **0808 134 9559**
- Email: claims@coalitioninc.com
- Via **live chat** on our website
- Mail: **Attn: Coalition Claims, 34-36 Lime Street, London, EC3M 7AT**

Have a security question?

For general security questions you can email help@coalitioninc.com. Our expert Security Support Centre team can help answer your security related questions.

Feedback and complaints

Every effort is made to ensure that you receive a high standard of service. If you are not satisfied with the service you have received, we would like to hear from you - please contact: complaints@coalitioninc.com or telephone **02045364690**. To help us deal with your comments quickly, please quote your policy or claim number and name of the named insured.

We will do our best to resolve any difficulty directly with you, but if we are unable to do this to your satisfaction you may be entitled to refer the dispute to the Financial Ombudsman Service who will carry out an independent review. You can contact the Financial Ombudsman Service on **0800 023 4567 / 0300 123 9123**, or by emailing complaint.info@financial-ombudsman.org.uk, or by mailing Exchange Tower, Harbour Exchange Square, London E14 9SR. Further information is available on the FOS's website: www.financial-ombudsman.org.uk

If we are unable to resolve a complaint which relates to the performance of your policy or the insurer, and your policy is underwritten by 'certain insurers at Lloyd's of London', you may also be able to refer your complaint to Lloyd's for review. Lloyd's' contact details are below, and further information on the referral process can be found on the Lloyd's website.

Address: Lloyd's Complaints Team, One Lime Street, London. EC3M 7HA

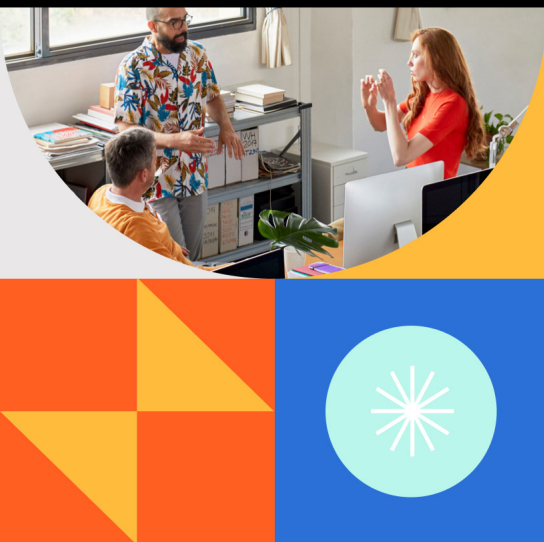
Telephone: 020 7327 5693 020 7327 5693 (calls to this number are free from "fixed lines" in the UK) or **0300 123 9123** (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See fscs.org.uk



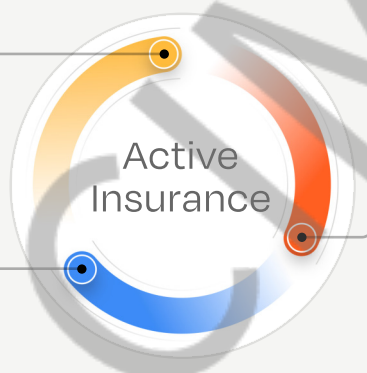
Digital Risk, **Solved**

Coalition is the leading provider of Active Insurance. By combining the power of technology and insurance, we help organisations identify, mitigate, and respond to digital risks.

Our unique approach

Active Protection
Monitoring and alerting to identify and prevent risk before it strikes

Active Risk Assessment
Understand your risks in real time



Active Response
Access to in-house response teams and leading coverage if an incident occurs

Active Protection in Coalition Control

Coalition offers comprehensive and innovative cyber insurance products to help protect your business and keep it up and running. Coalition also actively monitors its policyholders' risks through proprietary cybersecurity tools and 24/7 cyber security experts are available to help you respond to a cyber incident. In addition, Coalition Control provides policyholders access to the following tools to help them mitigate cyber risks:



Attack Surface Monitoring

Improve security hygiene with continuous monitoring of all your company's digital assets, including infrastructure, applications, IT and data exposures.



Security Notifications

Stay up to date with dashboard and email notifications of day to day tasks and security notifications on all critical vulnerabilities discovered on your organisation's attack surface.



Third-Party Risk Management

Monitor suppliers and vendors for risks as an extension of your organisation that may pose a threat.



Partner Technology

Coalition partners with leading cybersecurity companies to offer the right tools to address risks, vulnerabilities, and contingencies. Policyholders can access savings on solutions from leading security providers.

COALITION CYBER AND TECHNOLOGY POLICY 3.0

POLICY DECLARATIONS

Notice: your policy contains claims-made and reported coverage. Claims-made and reported coverage applies only to claims that are first made and reported during the policy period or extended reporting period, if purchased, as described in your Coalition cyber and technology policy. Your policy also contains events discovered and reported coverage, also as described in your Coalition cyber and technology policy.

Please read your policy carefully and consult your insurance advisor about any questions you might have.

Policy No.: C-50PT-149733-CYBER-2024
Renewal of: New

Item 1.	Named Insured	Bodmin Town Council	
	Address	Mount Folly Square Bodmin, England PL21 2DQ	
Item 2.	Policy Period	From: 15 February 2024 To: 15 February 2025 Both dates 12:01 A.M. at the address stated in Item 1.	
Item 3.	Policy Premium	Premium	£456.00
		Policy Fee	£0
		IPT (12%)	£54.72
		Total	£510.72
Item 4.	Aggregate Policy Limit of Liability	£500,000	
	Per Event Limit of Liability	£500,000	
	Aggregate Retention	£2,500	
Item 5.	Insuring Agreement(s) purchased, Limits of Liability, and Retentions		
	<p>Coverage under this Policy is provided only for those Insuring Agreements for which a limit of liability appears below. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this Policy. The Aggregate Policy Limit of Liability shown above is the most the Insurer(s) will pay under this Policy regardless of the number of Insuring Agreements purchased. The Aggregate Retention shown above is the most the Insured will pay towards Retentions regardless of the number of claims or events covered under this Policy.</p> <p>In the event that you elect to use Coalition Incident Response to provide computer forensic</p>		

	professional services, and Coalition Incident Response is available to provide such services, then any fees, costs and expenses of Coalition Incident Response for computer forensic professional services that result in covered breach response costs, claim expenses, cyber extortion expenses, or restoration costs, under the terms and conditions of this Policy will not be subject to any Retention.		
	THIRD PARTY LIABILITY COVERAGES		
	Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention
	THIRD PARTY SECURITY AND PRIVACY		
	A. NETWORK AND INFORMATION SECURITY LIABILITY	£500,000	£1,000
	B. REGULATORY DEFENCE AND PENALTIES	£500,000	£1,000
	C. PCI FINES AND ASSESSMENTS	£500,000	£1,000
	D. FUNDS TRANSFER LIABILITY	£500,000	£1,000
	TECHNOLOGY AND MEDIA PROFESSIONAL		
	E. TECHNOLOGY ERRORS & OMISSIONS	N/A	N/A
	F. MULTIMEDIA CONTENT LIABILITY	£500,000	£1,000
	FIRST PARTY COVERAGES		
	Insuring Agreement	Limit / Sub-Limit	Retention / Sub-Retention
	EVENT RESPONSE		
	G. BREACH RESPONSE SERVICES	Limited to 72 hours following notification to the Breach Response Services Advisor	£0
	H. BREACH RESPONSE COSTS	£500,000	£1,000
	I. CRISIS MANAGEMENT AND PUBLIC RELATIONS	£500,000	£1,000

	J. RANSOMWARE AND CYBER EXTORTION	£500,000	£1,000
	K. DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE	£500,000	i. Waiting period: 8 hours ii. Enhanced waiting period: 1 hour
	L. PROOF OF LOSS PREPARATION EXPENSES	£50,000	£1,000
	M. DIGITAL ASSET RESTORATION	£500,000	£1,000
	N. COMPUTER REPLACEMENT AND BRICKING	£500,000	£1,000
	O. REPUTATIONAL HARM LOSS	£500,000	Reputation waiting period: 14 days
	P. COURT ATTENDANCE	i. Per day/per person limit: £250 ii. Limit: £50,000	
	Q. CRIMINAL REWARD	£50,000	£0
	CYBER CRIME		
	R. FUNDS TRANSFER FRAUD, PERSONAL FUNDS FRAUD, AND SOCIAL ENGINEERING	N/A	N/A
	S. SERVICE FRAUD INCLUDING CRYPTOJACKING	£100,000	£1,000
	T. IMPERSONATION REPAIR COSTS	N/A	N/A
	U. INVOICE MANIPULATION	N/A	N/A
Item 6.	Pre-Claim Assistance	£110	
Item 7.	Professional Services	N/A	
Item 8.	Insurer(s) and Quota Share Percentage		

	Insurer	Policy No.	Quota Share % of Loss	Quota Share of Limit of Liability	Premium
	Allianz Global Corporate & Specialty SE	C-50PT-149733-CYBER-2024	70%	£350,000	£319.20
	Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010161SS24)	C-50PT-149733-CYBER-2024	30%	£150,000	£136.80
<p>The obligations of each Insurer in this Item 8. of these Declarations are limited to the extent of its Quota Share % of Loss up to its Quota Share Limit of Liability.</p> <p>Your insurers' privacy policies are available at https://www.agcs.allianz.com/global-offices/united-kingdom/data-privacy.html</p>					
Item 9.	Notification of incidents, claims, or potential claims	<p>By Email Attn: Coalition Claims claims@coalitioninc.com</p> <p>By Phone 0808 134 9559 or 020 4536 4690</p> <p>By Mail Attn: Coalition Claims 34-36 Lime St London, England EC3M 7AT</p>			
Item 10.	Retroactive Date	Full Prior Acts Coverage			
Item 11.	Continuity Date	February 15, 2024			
Item 12.	Optional Extended Reporting Period	<p>Additional premium: N/A</p> <p>Extended period: N/A</p>			
Item 13.	Choice of Law	England & Wales			
Item 14.	Breach Response Services Advisor	Coalition, Inc.			
Item 15.	Endorsements and Forms Effective at Inception	<p>DECLARATIONS CYGBP-00DC-0622-01</p> <p>COALITION CYBER AND TECHNOLOGY POLICY 3.0 CYGBP-00PF-0622-01</p>			

	PREMIUM PAYMENT ENDORSEMENT	CYGBP-00EN-000057-0123-01
	BREACH RESPONSE SEPARATE LIMIT ENDORSEMENT	CYGBP-00EN-000005-0622-01
	QUOTA SHARE ENDORSEMENT	CYGBP-00EN-000007-0622-01
	REPUTATION REPAIR ENDORSEMENT	CYGBP-00EN-000004-0622-01
	WAR EXCLUSION - AMENDED V2	CYGBP-00EN-000070-1223-01

THE DECLARATIONS, THE APPLICATION, THE COALITION CYBER AND TECHNOLOGY POLICY, AND ANY ENDORSEMENTS ATTACHED THERETO, CONSTITUTE THE ENTIRE POLICY BETWEEN US, THE ENTITY NAMED IN ITEM 1. OF THE DECLARATIONS, AND ANY INSURED.

IN WITNESS WHEREOF, we have caused this Policy to be signed officially below.



Authorised Representative

30 January 2024

Date

Coalition Risk Solutions Ltd.

IN WITNESS WHEREOF, Allianz Global Corporate & Specialty SE has caused this policy to be signed by its Global Head of Cyber.



Global Head of Cyber

Cyber & Technology E&O Insurance

Summary of Cover



Company: This insurance is provided by Allianz Global Corporate & Specialty SE, who is a part of the Allianz Group, and is a German authorised insurance company, providing insurance products and services on a cross-border basis. Allianz Global Corporate & Specialty is the UK branch of Allianz Global Corporate & Specialty SE, Königinstrasse 28, 80802 München, Germany. Munich Commercial Register HRB 208312. UK Branch Registered Office: Allianz House, 60 Gracechurch Street, London EC3V 0HR. Registered in England at UK Companies House FC039211 and BR024312. UK Financial Conduct Authority Register 214374. Authorised by Bundesanstalt für Finanzdienstleistungsaufsicht. This insurance is also underwritten by 'certain insurers at Lloyd's of London'.

This insurance is arranged by Coalition Risk Solutions Ltd, who have been authorised by the insurers under a delegated authority to transact insurance business and handle claims on their behalf. Coalition is a trading name of Coalition Risk Solutions Ltd, which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities. Coalition Risk Solutions Ltd. is registered in England and Wales company number 13036309. Registered office at 34-36 Lime Street, London, United Kingdom, EC3M 7AT.

Product: Cyber and Technology Errors & Omissions Insurance

This document provides a summary of the cover, exclusions and restrictions. It is not personalised to your individual selections. The full terms and conditions of this insurance, including the general policy limits, can be found in the policy document which is available on request from your broker.

What is this type of insurance?

This is a Cyber and Technology Errors & Omissions insurance policy. Cyber insurance **covers certain losses relating to damage to, or loss of information from, IT systems and networks**. Policies generally include significant assistance with and management of the incident itself, which can be essential when faced with reputational damage or regulatory enforcement. Cover will only be provided for the sections you select, up to the agreed sum insured for each sublimit.

Cybersecurity tools and support

- Detailed, personalised cyber risk assessments
- Policyholder and pre-bind access to Coalition Control, our cybersecurity platform
- In-house cybersecurity expertise available to all policyholders
- Cyber threat updates and advice from Security Labs, our R&D team

Expert claims and incident response

- Our in-house claims team handles your cyber incident seamlessly and works with your team towards the best possible outcome
- Access to Coalition Incident Response (CIR) via panel selection means a crucial fast response when a cyber incident happens

What is insured?

Coverage includes (if selected)

- ✓ Third Party Security and Privacy
 - Network and Information Security Liability
 - Regulatory Defence and Penalties
 - PCI Fines and Assessments
 - Funds Transfer Liability
- ✓ Technology and Media Professional
 - Technology Errors and Omissions
 - Multimedia Content Liability
- ✓ Event Response
 - Breach Response Services
 - Breach Response Costs
 - Crisis Management and Public Relations
 - Ransomware & Cyber Extortion
 - Direct and Contingent Business Interruption
 - Proof of Loss Preparation Expenses
 - Digital Asset Restoration
 - Computer Replacement and Bricking
 - Reputational Harm Loss
 - Court Attendance
 - Criminal Record
- ✓ Cyber Crime
 - Funds Transfer Fraud, Personal Funds Fraud and Social Engineering
 - Service Fraud including Cryptojacking
 - Impersonation Repair Costs
 - Invoice Manipulation

What is not insured?

Coverage excludes (unless carveback added)

- ✗ Bodily Injury
- ✗ Confiscation
- ✗ Contractual Liability
- ✗ Discrimination
- ✗ Employment Practices
- ✗ Fraud by a Senior Executive
- ✗ Governmental Orders
- ✗ Illegal Remuneration
- ✗ Insured vs Insured
- ✗ Intellectual Property
- ✗ Merchant Liability
- ✗ Natural Disaster
- ✗ Nuclear
- ✗ Pollutants
- ✗ Prior Knowledge
- ✗ Retroactive Date
- ✗ Securities
- ✗ Tangible Property
- ✗ Technology Errors & Omissions Exclusions
- ✗ Third Party Mechanical Failure
- ✗ Unfair Trade Practice
- ✗ Violation of Acts/Laws
- ✗ War and Terrorism (*not Cyber Terrorism*)
- ✗ Wrongful Collection

Are there any restrictions on cover?

- Endorsements that restrict cover or impose additional obligations may apply to your policy.
- We will not cover the amount of the retention (the amount that you have to pay on each claim).
- The monetary limit for certain insuring agreements may be lower than the policy limit and this will be shown in your policy declarations.
- Cover only applies to claims or incidents notified during the policy period or 90 days after the end of the policy period for claims made against you or incidents first discovered by you, in the last 60 days of the policy period.
- We will not provide cover or any benefit that would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- Certain legal and incident response costs covered under this insurance must be incurred with a defined panel of vendors.

Where am I covered?

Your UK-domiciled entities are covered on a worldwide basis. The named insured is covered for your financial interest in non-UK domiciled subsidiaries that are not directly insured.

What are my obligations?

- Before a contract of insurance is entered into or before any variation during the policy period, you are required to give a fair presentation of the risk in accordance with the Insurance Act 2015
- You must disclose every material circumstance which you know or ought to know, or failing that, make a disclosure which gives us sufficient information to put a prudent insurer on notice that it needs to make further enquiries to reveal those material circumstances
- Your disclosure must be made in a manner which would be reasonably clear and accessible to a prudent insurer and following a reasonable search of the information held within your organisation or held by any other person or third party.
- You must, as a condition precedent to coverage, provide us written notice of any claim or incident as soon as practicable once such claim or incident is known to a senior executive.
- You will cooperate with counsel and us in all investigations, in defence of all claims, respond to reasonable requests for information, execute all papers and render all assistance as requested.
- You will do nothing that increases our exposure under this Policy.
- You will not, except at your own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgement or award, or dispose of any claim without our prior written consent.
- You will do everything necessary to secure and preserve subrogation rights.
- You must give written notice of a change in control to us as soon as practicable but no later than thirty (30) days after the change in control.

Failure to meet your obligations could result in a claim being rejected, a reduction in the amount we pay or the cancellation of your policy.

When and how do I pay?

Your broker will advise you of the full details of when and the options by which you can pay.

When does the cover start and end?

This insurance is offered on a 12 month policy term basis. Shorter or longer periods can be arranged upon request, subject to a maximum of 18 months. The start date and end date of the cover are specified in your policy declarations.

How do I cancel the contract?

You can cancel this insurance at any time by surrendering this Policy to us or mailing a written notice stating when such cancellation will be effective. The earned premium will be computed pro rata but the premium will be deemed fully earned if any claim, event, or any circumstance that could reasonably be expected to give rise to a claim or event, is reported to us on or before the date of cancellation.

Need to make a claim?

The faster you report a suspected cyber incident to Coalition, the greater the chance that we can resolve it successfully for you. There are several ways to report a claim or suspected incident. You will always be connected with a member of our claims team.

- Call: **0808 134 9559**
- Email: claims@coalitioninc.com
- Via **live chat** on our website
- Mail: **Attn: Coalition Claims, 34-36 Lime Street, London, EC3M 7AT**

Have a security question?

For general security questions you can email help@coalitioninc.com. Our expert Security Support Centre team can help answer your security related questions.

Feedback and complaints

Every effort is made to ensure that you receive a high standard of service. If you are not satisfied with the service you have received, we would like to hear from you - please contact: complaints@coalitioninc.com or telephone **02045364690**. To help us deal with your comments quickly, please quote your policy or claim number and name of the named insured.

We will do our best to resolve any difficulty directly with you, but if we are unable to do this to your satisfaction you may be entitled to refer the dispute to the Financial Ombudsman Service who will carry out an independent review. You can contact the Financial Ombudsman Service on **0800 023 4567 / 0300 123 9123**, or by emailing complaint.info@financial-ombudsman.org.uk, or by mailing Exchange Tower, Harbour Exchange Square, London E14 9SR. Further information is available on the FOS's website: www.financial-ombudsman.org.uk

If we are unable to resolve a complaint which relates to the performance of your policy or the insurer, and your policy is underwritten by 'certain insurers at Lloyd's of London', you may also be able to refer your complaint to Lloyd's for review. Lloyd's' contact details are below, and further information on the referral process can be found on the Lloyd's website.

Address: Lloyd's Complaints Team, One Lime Street, London. EC3M 7HA

Telephone: 020 7327 5693 020 7327 5693 (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).

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Financial Services Compensation Scheme

Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See fscs.org.uk

COALITION CYBER AND TECHNOLOGY POLICY 3.0

SECTION I	
INTRODUCTION	<p>This Policy is a contract of insurance between the named insured and us. This Policy includes and must be read together with the Declarations page and any Endorsements.</p> <p>The insurance provided under this Policy for claims made against you, under Section II, THIRD PARTY LIABILITY COVERAGES, is on a claims made and reported basis, and applies to claims only if they are first made against you during the policy period (or any applicable Optional Extended Reporting Period) and reported to us in accordance with the terms of this Policy. Claim expenses reduce the applicable Limits of Liability, are subject to retentions, and may exhaust the applicable Limits of Liability.</p> <p>Please note that the terms in bold lowercase print are defined terms and have special meaning as set forth in Section IX, DEFINITIONS.</p>
SECTION II	
WHAT WE COVER – OUR INSURING AGREEMENTS	<p>In consideration of the named insured's payment of the premium, in reliance upon the information provided to us, including in and with the application, and subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy, we agree to provide the following insurance coverage provided that:</p> <ol style="list-style-type: none"> 1. The event first took place after the retroactive date and before the end of the policy period; 2. For THIRD PARTY LIABILITY COVERAGES, the claim is made against you during the policy period (or any applicable Optional Extended Reporting Period), and is reported to us during the policy period or during any applicable extended reporting period; 3. For FIRST PARTY COVERAGES, the incident is first discovered by you during the policy period, and is reported to us during the policy period or any applicable extended reporting period; and 4. Notice is provided in accordance with Section IV, YOUR OBLIGATIONS AS AN INSURED.
THIRD PARTY LIABILITY COVERAGES	
THIRD PARTY SECURITY AND PRIVACY	
A. NETWORK AND INFORMATION SECURITY LIABILITY	<p>We will pay on your behalf claim expenses and damages that you become legally obligated to pay resulting from a claim against you for a security failure, data breach, or privacy liability.</p>

B. REGULATORY DEFENCE AND PENALTIES	We will pay on your behalf claim expenses and regulatory penalties that you become legally obligated to pay resulting from a claim against you in the form of a regulatory proceeding.
C. PCI FINES AND ASSESSMENTS	We will pay on your behalf claim expenses and PCI fines and assessments that you become legally obligated to pay resulting from a claim against you for a data breach compromising payment card data.
D. FUNDS TRANSFER LIABILITY	We will pay on your behalf claim expenses and funds transfer liability loss that you become legally obligated to pay resulting from a claim against you for a funds transfer liability.
TECHNOLOGY AND MEDIA PROFESSIONAL	
E. TECHNOLOGY ERRORS AND OMISSIONS	We will pay on your behalf claim expenses and damages that you become legally obligated to pay resulting from a claim against you for a technology and professional services wrongful act.
F. MULTIMEDIA CONTENT LIABILITY	We will pay on your behalf claim expenses and damages that you become legally obligated to pay resulting from a claim against you for a multimedia wrongful act.
FIRST PARTY COVERAGES	
EVENT RESPONSE	
G. BREACH RESPONSE SERVICES	We will pay on your behalf breach response services resulting from an actual or suspected security failure, data breach, cyber extortion, funds transfer fraud, or impersonation fraud, first discovered by you during the policy period.
H. BREACH RESPONSE COSTS	We will pay on your behalf breach response costs resulting from an actual or suspected security failure or data breach first discovered by you during the policy period.
I. CRISIS MANAGEMENT AND PUBLIC RELATIONS	We will pay on your behalf crisis management costs resulting from a public relations event first discovered by you during the policy period.
J. RANSOMWARE AND CYBER EXTORTION	We will pay on your behalf cyber extortion expenses resulting from cyber extortion first discovered by you during the policy period.
K. DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES	We will pay business interruption loss, contingent business interruption loss, and extra expenses that you

FROM SECURITY FAILURE AND SYSTEMS FAILURE	<p>incur during the indemnity period directly resulting from the partial or complete interruption of computer systems for a period longer than the waiting period caused by a security failure or systems failure first discovered by you during the policy period.</p> <p>The period of time set forth in Item 5.K.ii. of the Declarations will be the waiting period for any interruption of computer systems caused by a denial of service attack where a DDoS mitigation vendor from our list of panel providers is utilised at the time of such denial of service attack.</p> <p>The period of time set forth in Item 5.K.i. of the Declarations will be the waiting period for all other causes of interruption of computer systems, or where the interruption of computer systems is caused by a denial of service attack and a DDoS mitigation provider from our list of panel providers is not utilised at the time of such denial of service attack.</p>
L. PROOF OF LOSS PREPARATION EXPENSES	We will pay on your behalf proof of loss preparation expenses.
M. DIGITAL ASSET RESTORATION	We will pay on your behalf restoration costs that you incur because of the alteration, destruction, damage, theft, loss, or inability to access digital assets directly resulting from a security failure or systems failure first discovered by you during the policy period.
N. COMPUTER REPLACEMENT AND BRICKING	We will pay on your behalf computer replacement costs that you incur resulting from a security failure first discovered by you during the policy period.
O. REPUTATIONAL HARM LOSS	<p>We will pay reputational harm loss that you incur during the reputation indemnity period solely and directly resulting from an adverse publication first published during the policy period specifically concerning a security failure, data breach, cyber extortion, or privacy liability first discovered by you and reported to us during the policy period.</p> <p>The reputation waiting period for any reputational harm loss will be the period of time set forth in Item 5.O. of the Declarations.</p>
P. COURT ATTENDANCE	We will pay you court attendance costs set forth in Item 5.P.i. of the Declarations, subject to the maximum amount set forth in Item 5.P.ii. of the Declarations.
Q. CRIMINAL REWARD	We will pay on your behalf, in our discretion, criminal reward costs.

CYBER CRIME	
R. FUNDS TRANSFER FRAUD, PERSONAL FUNDS FRAUD, AND SOCIAL ENGINEERING	We will pay funds transfer loss that you incur resulting from a funds transfer fraud or personal funds fraud first discovered by you during the policy period.
S. SERVICE FRAUD INCLUDING CRYPTOJACKING	We will pay on your behalf service fraud loss that you incur resulting from a security failure first discovered by you during the policy period.
T. IMPERSONATION REPAIR COSTS	We will pay on your behalf impersonation repair costs that you incur resulting from an impersonation fraud first discovered by you during the policy period.
U. INVOICE MANIPULATION	We will pay you invoice manipulation loss that you incur resulting from any invoice manipulation first discovered by you during the policy period.
SECTION III	
EXCLUSIONS - WHAT IS NOT COVERED	This Policy does not apply to and we will not make any payment for any claim expenses, damages, funds transfer liability loss, loss, breach response costs, breach response services, regulatory penalties, PCI fines and assessments , or any other amounts directly or indirectly arising out of, resulting from, based upon, or attributable to:
A. BODILY INJURY	Any physical injury, sickness, disease, mental anguish, emotional distress, or death of any person, provided, however, that this exclusion will not apply to any claim for mental anguish or emotional distress under Sections II.A, NETWORK AND INFORMATION SECURITY LIABILITY and II.F, MULTIMEDIA CONTENT LIABILITY.
B. CONFISCATION	Confiscation, nationalisation, requisition, destruction of, or damage to any property, computer systems , software, or electronic data by order of any governmental or public authority.
C. CONTRACTUAL LIABILITY	Any contractual liability or obligation or any breach of contract or agreement either oral or written, provided, however, that this exclusion will not apply: <ol style="list-style-type: none"> with respect to the coverage provided by Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY, and Section II.H, BREACH RESPONSE COSTS, to your obligations to maintain the confidentiality or security of personally identifiable information or third party corporate information; with respect to the coverage provided by Section II.E., TECHNOLOGY ERRORS AND OMISSIONS, to any unintentional breach of a written contract to provide

	<p>technology services or technology products;</p> <ol style="list-style-type: none"> With respect to the coverage provided by Section II.E, MULTIMEDIA CONTENT LIABILITY, to misappropriation of ideas under implied contract; with respect to the coverage provided by Section II.C, PCI FINES AND ASSESSMENTS; or to the extent you would have been liable in the absence of such contract or agreement.
D. DISCRIMINATION	Any discrimination of any kind.
E. EMPLOYMENT PRACTICES	<p>Any employer-employee relations, policies, practices, acts, or omissions (including wrongful dismissal, discharge or termination, discrimination, harassment, retaliation or other employment-related claim). However, this exclusion will not apply to a claim by a current or former employee under Section II.A, NETWORK AND INFORMATION SECURITY LIABILITY or:</p> <ol style="list-style-type: none"> breach response services provided under Section II.G, BREACH RESPONSE SERVICES; or breach response costs provided under Section II.H, BREACH RESPONSE COSTS; <p>involving a security failure, data breach, cyber extortion, funds transfer fraud, or impersonation fraud, as applicable to coverage Sections II.G and H, that impacts current or former employees.</p>
F. FRAUD BY A SENIOR EXECUTIVE	<p>Any dishonest, fraudulent, criminal, or malicious act or omission of any senior executive or carried out with the knowledge of any senior executive. However, this exclusion does not apply to claim expenses incurred in defending any such claim until and unless a final, non-appealable adjudication establishes that a senior executive committed or had knowledge of such dishonest, fraudulent, criminal, or malicious act or omission, at which time the named insured will reimburse us for all claim expenses we incurred or paid in defending such claim.</p> <p>This exclusion will not apply to any natural person insured who did not participate in or otherwise be involved in the dishonest, fraudulent, criminal, or malicious act or omission.</p>
G. GOVERNMENTAL ORDERS	<p>Any court order or demand:</p> <ol style="list-style-type: none"> requiring you to provide personally identifiable information to any domestic or foreign law enforcement, administrative, regulatory, or judicial body or other governmental authority. However, this exclusion will not apply to any claim expenses, damages, and regulatory penalties that you become legally obligated to pay resulting from your response to a regulatory proceeding. requiring the shutdown of systems or services.

H. ILLEGAL REMUNERATION	Any profit, remuneration, or advantage to which you are not legally entitled. However, this exclusion does not apply to claim expenses incurred in defending any such claim until and unless a final, non-appealable adjudication establishes the gaining of any profit, remuneration, or advantage to which you are not legally entitled, at which time the named insured will reimburse us for all claim expenses we incurred or paid in defending such claim .
I. INSURED VERSUS INSURED	Any claim made by or on behalf of: <ol style="list-style-type: none"> 1. an insured under this Policy or by a stockholder or member in their capacity as such against an insured; however, this exclusion will not apply to an otherwise covered claim made by: <ol style="list-style-type: none"> a. an employee arising from a security failure or data breach; or b. an additional insured; 2. any business enterprise in which you have greater than a twenty percent (20%) ownership interest; or 3. any parent company or other entity that owns more than twenty percent (20%) of an insured.
J. INTELLECTUAL PROPERTY	Violation or infringement of any intellectual property right or obligation, including: <ol style="list-style-type: none"> 1. infringement of copyright of software, firmware, or hardware; 2. distribution or sale of, or offer to distribute to sell, any goods, products, or services; 3. other use of any goods, products, or services that infringes or violates any intellectual property law or right relating to the appearance, design, or function of any goods, products, or services; or 4. misappropriation, misuse, infringement, or violation of any patent, patent right, or trade secret; <p>however, this exclusion will not apply to:</p> <ol style="list-style-type: none"> a. Section II.E, TECHNOLOGY ERRORS & OMISSIONS for any claim alleging that any software code or software products provided as part of your technology services or technology products violate another party's copyright described in items 1, 2, or 3 above; or b. Section II.F, MULTIMEDIA CONTENT LIABILITY, for an otherwise covered claim for a multimedia wrongful act, provided that, this exception to exclusion K. INTELLECTUAL PROPERTY will not apply to any violation or infringement of any intellectual property right or obligation described in items 1 and 4 above.
K. MERCHANT LIABILITY	Any charge back, interchange fee, discount fee, service related fee, rate, or charge; or liability or fee incurred by you due to a merchant service provider, payment processor, payment card company, or bank reversing or freezing

	<p>payment transactions, except that this exclusion will not apply to coverage afforded under Section II.C, PCI FINES AND ASSESSMENTS.</p>
L. NATURAL DISASTER	<p>Any physical event or natural disaster, including but not limited to fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, and landslide.</p>
M. NUCLEAR	<p>Any exposure or threatened exposure to any radioactive matter or any form of radiation or contamination by radioactivity of any kind or from any source, including any nuclear reaction, nuclear radiation, or radioactive contamination from any kind of nuclear fuels, waste or the combustion or ignition of nuclear fuel. This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the claim or event, or the liability or legal obligation alleged or existing.</p>
N. POLLUTANTS	<p>Any:</p> <ol style="list-style-type: none"> 1. discharge, dispersal, seepage, migration, release, or escape of pollutants, or any threatened discharge, seepage, migration, release, or escape of pollutants; or 2. request, demand, order, or statutory or regulatory requirement that you or others detect, report, test for, monitor, clean up, remove, remediate, contain, treat, detoxify, or neutralise, or in any way respond to, or assess the effects of pollutants; including any claim, suit, notice, or proceeding by or on behalf of any governmental authority or quasi-governmental authority, a potentially responsible party or any other person or entity for any amounts whatsoever because of detecting, reporting, testing for, monitoring, cleaning up, removing, remediating, containing, treating, detoxifying, or neutralising, or in any way responding to, or assessing the effects of pollutants. <p>This exclusion applies regardless of whether any other causes, events, materials, or products contributed concurrently or in any sequence to the claim or event, or the liability or legal obligation alleged or existing.</p>
O. PRIOR KNOWLEDGE	<ol style="list-style-type: none"> 1. any event, act, error, or omission that any senior executive on or before the continuity date knew or could have reasonably foreseen might be the basis of a claim, loss, breach response costs, or breach response services under this Policy; or 2. any claim, event, or circumstance which has been the subject of any notice given to the insurer of any other policy in force prior to the inception date of this Policy.
P. RETROACTIVE DATE	<p>Any event, act, error, or omission that took place prior to the</p>

	<p>retroactive date, or any related or continuing acts, errors, omissions, or events where the first such act, error, omission, or event first took place prior to the retroactive date.</p>
Q. SECURITIES	<p>The ownership, sale or purchase of, or the offer to sell or purchase stock or other securities.</p>
R. TANGIBLE PROPERTY	<p>Any injury or damage to, destruction, impairment, or loss of use of any tangible property, including any computer hardware rendered unusable by a security failure or systems failure, except this exclusion will not apply to coverage afforded under Section II.N, COMPUTER REPLACEMENT AND BRICKING.</p>
S. TECHNOLOGY ERRORS AND OMISSIONS EXCLUSIONS	<p>With respect to the coverage provided by Section II.E., TECHNOLOGY ERRORS AND OMISSIONS, any:</p> <ol style="list-style-type: none"> 1. breach of: <ol style="list-style-type: none"> a. express warranty or representation, except for an agreement to act or perform with a degree of skill and care as is consistent with applicable industry standards; b. other contractual obligation which goes beyond an express or implied duty to exercise a degree of skill and care as is consistent with applicable industry standards; or c. guarantee or any promises of cost savings, profits, or return on investment; 2. delay in delivery or performance, or failure to deliver or perform at or within an agreed upon period of time, however this exclusion will not apply if such delay or failure to deliver or perform is the result of a technology and professional services wrongful act, provided that you have made diligent efforts to deliver the applicable technology products or perform the applicable technology services; 3. inaccurate, inadequate, or incomplete description of the price of goods, products, or services; 4. cost guarantee, cost representation, or contract price estimate of probable costs or cost estimate actually or allegedly being exceeded; 5. commercial decision by you to stop providing any product or services; 6. provision of any sweepstakes, gambling activities, or lotteries, or price discounts, prizes, awards, money, or valuable consideration given in excess of a total contract or expected amount; 7. idea, trade secret, or confidential information that came into possession of any person or entity before such person or entity became an employee, board member, trustee, director, or officer of the named insured or any subsidiary; 8. unauthorised or surreptitious collection of any information by you, or failure to provide adequate notice that such information is being collected, or failure to comply with any legal requirement to provide individuals with the ability to assent or withhold assent for such collection; 9. loss, theft, or transfer of funds, monies, or securities in

	<p>your care, custody, or control, or in the care, custody, or control of any third party for whom you are legally liable;</p> <ol style="list-style-type: none"> 10. unfair competition, false or misleading advertising, or violation of consumer protection laws; or 11. costs or expenses incurred by you or others to withdraw, recall, repair, replace, upgrade, supplement, or remove any technology products or any products that contain or incorporate technology products or technology services. 12. Any withdrawal, recall, inspection, adjustment, removal, or disposal of any property, tangible or intangible, including computer systems and their component parts, mobile devices, and mechanical equipment.
T. THIRD PARTY MECHANICAL FAILURE	<p>Electrical, mechanical failure, or interruption (including blackouts, brownouts, power surge, or outage) of a utility or other third party, including telecommunications and other communications, GPS infrastructure, any core element of the internet or internet service, website hosts, server services, satellite, cable, electricity, gas, water, or other utility or power service providers. However, this exclusion will not apply to coverage under Section II.K, DIRECT AND CONTINGENT BUSINESS INTERRUPTION, AND EXTRA EXPENSES FROM SECURITY FAILURE AND SYSTEMS FAILURE, where such loss arises directly from a service provider directly experiencing their own security failure.</p>
U. UNFAIR TRADE PRACTICE	<p>Any false, unlawful, deceptive, anti-competitive or unfair trade practices; however, this exclusion does not apply to a claim under Section II.B, REGULATORY DEFENCE AND PENALTIES arising from a security failure or data breach.</p>
V. VIOLATION OF ACTS/LAWS	<p>Any violation of:</p> <ol style="list-style-type: none"> 1. the Employee Retirement Income Security Act of 1974 (ERISA); 2. the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, or any other federal, provincial, territorial, or state securities laws; 3. the Organised Crime Control Act of 1970 (RICO); 4. the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM); 5. Telephone Consumer Protection Act (TCPA); 6. the Sherman Anti-Trust Act, the Clayton Act, or any price fixing, restraint of trade, or monopolisation statutes; 7. any similar local, state, federal, common, or foreign laws or legislation to the laws described in 1. through 6. above; <p>however, this exclusion will not apply to a claim against you alleging a data breach or privacy liability in violation of Securities and Exchange Commission (SEC) regulation S-P (17 C.F.R. § 248).</p>
W. WAR AND TERRORISM	<p>War, invasion, acts of foreign enemies, terrorism, hostilities, warlike operations (whether war be declared or not), civil war,</p>

	<p>rebellion, revolutions, insurrection, military or usurped power; however, this exclusion will not apply to cyber terrorism.</p>
<p>X. WRONGFUL COLLECTION</p>	<p>Any collection, processing, storage, sharing or sale of personally identifiable information that is performed without the knowledge and consent of the individuals whose personally identifiable information is collected, stored, processed, shared or sold.</p> <p>However, this exclusion shall not apply to claims under SECTION II, B. REGULATORY DEFENCE AND PENALTIES for claims arising from a privacy liability or when the personally identifiable information is not collected by, or at the direction of, the insured.</p>
<p>SECTION IV</p>	
<p>YOUR OBLIGATIONS AS AN INSURED</p>	
<p>WHEN THERE IS A CLAIM OR EVENT</p>	<p>You must as a condition precedent to coverage under this Policy provide us written notice of any claim or incident through the persons named in Item 9. of the Declarations as soon as practicable once such claim or incident is known to a senior executive. In no event will such notice to us be later than (i) the end of the policy period; or (ii) 90 days after the end of the policy period for claims made against you or incidents first discovered by you, in the last 60 days of the policy period. In the event of an adverse publication, such notice will include complete details of the adverse publication and date you first became aware of such adverse publication.</p>
<p>WHEN THERE IS A CIRCUMSTANCE</p>	<p>With respect to Third Party Liability Coverages, if during the policy period, you become aware of any act, or other circumstances that could reasonably be expected to give rise to a future claim covered under this Policy and you give written notice to us through the persons named in Item 9. of the Declarations during the policy period of:</p> <ol style="list-style-type: none"> 1. a detailed description of the act, or other circumstances that could reasonably be expected to give rise to the future claim, including dates, persons, and entities involved; 2. the identity of the potential claimants; 3. the details of how you first became aware of the act, or other circumstances; and 4. the nature of the potential damages; <p>then any claim arising out of the act, or other circumstance reported under this Section will be deemed to have been made and reported at the time written notice complying with the above requirements was first provided to us during the policy period.</p>

DUTY TO COOPERATE	<p>We will have the right to make any investigation we deem necessary, and you will cooperate with us in all investigations, respond to reasonable requests for information, and execute all papers and render all assistance as requested by us. You will do nothing that increases our exposure under this Policy. You will also cooperate with us and counsel in the defence of all claims and response to all events, and provide all information necessary for appropriate and effective representation.</p> <p>With respect to Section II.J, RANSOMWARE AND CYBER EXTORTION, you must make every reasonable effort not to divulge the existence of this coverage, without first seeking our prior consent.</p>
OBLIGATION TO NOT INCUR ANY EXPENSE OR ADMIT LIABILITY	<p>You will not, except at your own cost, admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgement or award, or dispose of any claim without our prior written consent, except as specifically provided in Section V, CLAIMS PROCESS. Compliance with a breach notice law will not be considered as an admission of liability for purposes of this paragraph.</p> <p>Expenses incurred by you in assisting and cooperating with us do not constitute claim expenses, loss, breach response costs, or breach response services under this Policy.</p>
OBLIGATION TO PRESERVE OUR RIGHT OF SUBROGATION	<p>In the event of any payment by us under this Policy, we will be subrogated to all of your rights of recovery. You will do everything necessary to secure and preserve such subrogation rights, including the execution of any documents necessary to enable us to bring suit in your name. You will not do anything after an event or other circumstance giving rise to a claim, loss, breach response costs, breach response services, regulatory penalties, or PCI fines and assessments to prejudice such subrogation rights without first obtaining our consent.</p> <p>This obligation does not apply to the extent that the right to subrogate is waived by you under a written contract with that person or organisation, prior to the event or other circumstance giving rise to the claim or loss</p>
AUTHORISATION OF NAMED INSURED TO ACT ON BEHALF OF ALL INSUREDS	<p>It is agreed that the named insured will act on behalf of all insureds with respect to the giving of notice of a claim, giving and receiving of notice of cancellation and non-renewal, payment of premiums and receipt of any return premiums that may become due under this Policy, receipt and acceptance of any endorsements issued to form a part of this Policy, exercising or declining of the right to tender the defence of a claim to us, and exercising or declining to exercise of any right to an Optional Extended Reporting Period. Where there is more than one named insured listed in Item 1 of the Policy Declarations or by endorsement to this Policy, then for the purpose of this clause only, the named insured is deemed to be the first entity listed under Item 1 of the Policy Declarations.</p>
INSURANCE ACT 2015 – DUTY OF	<p>You have a duty to make a fair presentation of the risk which</p>

FAIR PRESENTATION	<p>is covered by this Policy in accordance with the Insurance Act 2015. Therefore you should ensure that any information you have provided to us and the content of any application is accurate and complete.</p> <p>This duty applies prior to the start of the Policy and if any variation is required during the policy period and prior to each renewal of the Policy. If you do not comply with this condition then in accordance with the Insurance Act 2015 your insurance may not cover you fully or at all.</p> <p>Specifically:</p> <ol style="list-style-type: none"> 1. if the failure to make a fair presentation of the risk is deliberate or reckless we can elect to make the Policy void and keep the premium. This means treating the Policy as if it had not existed and that we will not return your premium; or 2. if the failure to make a fair presentation of the risk is not deliberate or reckless and we would not have provided cover had you made a fair presentation then we can elect to make the Policy void and return your premium; or 3. if the failure to make a fair presentation of the risk is not deliberate or reckless and we would have issued cover on different terms had you made a fair presentation of the risk then we can: <ol style="list-style-type: none"> a. reduce proportionately any amount paid or payable in respect of a claim under the Policy using the following formula. We will divide the premium actually charged by the premium we would have charged had you made a fair presentation and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable; and/or b. treat the Policy as if it had included the different terms (other than payment of the premium) that we would have imposed had you made a fair presentation. 4. Where we elect to make the Policy void this will be from the start of the Policy or the date of variation or from the date of renewal.
SECTION V	
CLAIMS PROCESS	
DEFENCE	<p>We will have the right and duty to defend, subject to the Limits of Liability and applicable Retention(s), exclusions, conditions, and other terms of this Policy:</p> <ol style="list-style-type: none"> 1. any claim against you seeking damages that are

	<p>payable under the terms of this Policy; or</p> <ol style="list-style-type: none"> under Section II.B, REGULATORY DEFENCE AND PENALTIES, any claim in the form of a regulatory proceeding. <p>You have the right to select defence counsel from our panel providers. If you would like to retain defence counsel not on our list of panel providers, such counsel must be mutually agreed upon between you and us, which agreement will not be unreasonably withheld, and subject to a fee rate structure substantially similar to that of our panel providers.</p> <p>We will pay claim expenses incurred with our prior written consent with respect to any claim seeking damages, funds transfer liability loss, or regulatory penalties payable under this Policy. We will have no obligation to pay claim expenses until you have satisfied the applicable Retention.</p> <p>The Limits of Liability of this Policy will be reduced and may be completely exhausted by payment of claim expenses. Our duty to defend ends once the applicable Limit of Liability is exhausted, or after deposit of the amount remaining on the applicable Limit of Liability in a court of competent jurisdiction. Upon such payment, we will have the right to withdraw from the defence of the claim.</p>
RIGHT TO ASSOCIATE	<p>We have the right, but not the duty, to associate in the investigation and response to any event or claim, including participation in the formation of strategy and review of forensic investigations and reports.</p>
PRE-CLAIM ASSISTANCE	<p>If we are provided with notice of an act or other circumstance that is not yet a claim under Section IV, YOUR OBLIGATIONS AS AN INSURED, and you request assistance to mitigate against any potential future claim or incident covered under Section II WHAT WE WILL COVER - OUR INSURING AGREEMENTS, we may, in our discretion, agree to pay for up to the amount shown in Item 6. of the Declarations for legal, forensic, and IT services provided by a third party. Any such fees must be incurred with our prior consent by legal counsel or a consultant we have mutually agreed upon. If there is a subsequent covered claim made, or covered incident, then such legal counsel's and consultant's fees will be considered claim expenses, loss, breach response costs, or breach response services and will be subject to the applicable Limits of Liability and the Aggregate Policy Limit of Liability.</p>
SETTLEMENT	<p>If you refuse to consent to any settlement or compromise of a claim recommended by us and acceptable to the claimant, our liability for such claim will not exceed:</p> <ol style="list-style-type: none"> the amount for which such claim could have been settled, less the retention, plus claim expenses

	<p>incurred up to the time of such refusal; and</p> <ol style="list-style-type: none"> seventy percent (70%) of claim expenses incurred after such settlement was refused by you, plus seventy percent (70%) of damages and regulatory penalties in excess of the amount such claim could have been settled under such settlement. <p>In this event, we will have the right to withdraw from the further defence of such claim by tendering control of the defence thereof to you. The operation of this paragraph will be subject to the Limits of Liability and Retention provisions of this Policy.</p>
SETTLEMENT WITHIN RETENTION	<p>We agree that you may settle any claim where the total claim expenses, loss, damages, breach response costs, breach response services, regulatory penalties, and PCI fines and assessments do not exceed the applicable Retention, provided the entire claim is resolved and you obtain a full release from all claimants.</p>
PROOF OF LOSS	<p>With respect to business interruption loss, contingent business interruption loss, extra expenses, and reputational harm loss, you must complete and sign a written, detailed, and affirmed proof of loss within 90 days after your discovery of the security failure, systems failure, or adverse publication (unless such period has been extended by the underwriters in writing) which will include, at a minimum, the following information:</p> <ol style="list-style-type: none"> full description of the circumstances, including the time, place, and cause of the loss; and a detailed calculation of any business interruption loss, contingent business interruption loss, extra expenses, and reputational harm loss; and all underlying documents and materials that reasonably relate to or form part of the basis of the proof of such business interruption loss, contingent business interruption loss, extra expenses, and reputational harm loss. <p>Any costs you incur in connection with establishing or proving business interruption loss, contingent business interruption loss, extra expenses, or reputational harm loss, including preparing a proof of loss, in excess of the Limits of Liability under Section II.L, Proof Of Loss Preparation Expenses, if purchased, will be your obligation and are not covered under this Policy.</p> <p>Solely with respect to verification of business interruption loss, contingent business interruption loss, and reputational harm loss, you agree to allow us to examine and audit your books and records that relate to this Policy at any time during the policy period and up to 12 months following our receipt of any proof of loss in accordance with this section.</p>

SECTION VI

LIMITS OF LIABILITY AND RETENTION

LIMITS OF LIABILITY

Aggregate Policy Limit of Liability and Limits of Liability for All Insuring Agreements Other Than **Breach Response Services**

The Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations is the maximum amount **we** will be liable to pay for all **claim expenses, damages, funds transfer liability loss, loss, breach response costs, PCI fines and assessments, regulatory penalties**, and other amounts under this Policy, regardless of the number of **claims, events, or insureds**. The reference to Aggregate Policy Limit of Liability herein also refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 8. of the Declarations.

The Per Event Limit of Liability set forth in Item 4. of the Declarations is the maximum amount **we** will be liable to pay for all **claim expenses, damages, funds transfer liability loss, loss, breach response costs, PCI fines and assessments, regulatory penalties**, and other amounts arising from a single **event** under all Insuring Agreements, regardless of the number of Insuring Agreements triggered, **claims, or insureds**. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability.

The Limit stated in Item 5. of the Declarations with respect to an Insuring Agreement is the maximum amount **we** will be liable to pay for all **claim expenses, damages, funds transfer liability loss, loss, breach response costs, PCI fines and assessments, regulatory penalties**, and other amounts arising from a single **event** and in aggregate for all **events** under that Insuring Agreement. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability.

Breach response services will be provided for a maximum of 72 hours following **your** notification to the **breach response services advisor**. **Breach response services** will be provided in addition to and will not erode the Aggregate Policy Limit of Liability.

Our Limits of Liability for an Optional Extended Reporting Period, if applicable, will be part of, and not in addition to the Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations.

RETENTION

We will only be liable for those amounts payable under this Policy which are in excess of the applicable Retention(s). Such Retention(s) cannot be insured.

In the event that **damages, funds transfer liability loss, PCI**

	<p>finances and assessments, regulatory penalties, claim expenses, breach response costs, breach response services, loss, or other amounts arising out of a claim or event are subject to more than one Retention, the Retention for each applicable insuring agreement will apply separately, provided that the sum of such Retention amounts will not exceed the largest applicable Retention amount.</p> <p>In the event that you elect to use Coalition Incident Response to provide computer forensic professional services, and Coalition Incident Response is available to provide such services, then any fees, costs and expenses of Coalition Incident Response for computer forensic professional services that result in covered breach response costs, claim expenses, cyber extortion expenses, or restoration costs, under the terms and conditions of this Policy will not be subject to any Retention.</p> <p>The Aggregate Retention set forth in Item 4. of the Declarations is the maximum amount you will be liable to pay towards satisfying Retentions for covered claims or events. Once the Aggregate Retention is paid, we will be liable for amounts payable under this Policy. Such amounts are part of and not in addition to the Limits of Liability of this Policy.</p>
SECTION VII	
CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD	
CANCELLATION	<p>We may cancel this Policy at any time for non-payment of premium, or if we consider that you have made a fraudulent claim in accordance with Section VII FRAUDULENT CLAIMS, by mailing written notice to the named insured at the address shown in Item 1. of the Declarations or by emailing written notice to an email address provided by you.</p> <p>For non-payment of premium:</p> <ol style="list-style-type: none"> 1. The written notice shall state when the cancellation will be effective. Such cancellation will not be less than ten (10) days after such notice is mailed. 2. The mailing of such notice as aforesaid will be sufficient proof of notice and this Policy will terminate at the date and hour specified in such notice. 3. The earned premium will be computed pro rata but the premium will be deemed fully earned if any claim, event, or any circumstance that could reasonably be expected to give rise to a claim or event, is reported to us on or before the date of cancellation. <p>For fraudulent claims, in accordance with Section VII FRAUDULENT CLAIMS:</p> <ol style="list-style-type: none"> 1. Such cancellation will be effective from the fraudulent act and shall have the further consequences set out in Section VII FRAUDULENT CLAIMS.

	<p>2. We need not return any of the premiums paid under this Policy.</p> <p>The named insured may cancel this Policy by surrender of this Policy to us or by mailing written notice to us stating when thereafter such cancellation will be effective. Furthermore:</p> <ol style="list-style-type: none"> 1. Where permitted by applicable law, the named insured may provide such written notice of cancellation by electronic transmission. 2. The earned premium will be computed pro rata but the premium will be deemed fully earned if any claim, event, or any circumstance that could reasonably be expected to give rise to a claim or event, is reported to us on or before the date of cancellation.
FRAUDULENT CLAIMS	<p>If you make a fraudulent claim under this Policy then, in accordance with the Insurance Act 2015:</p> <ol style="list-style-type: none"> 1. we will not be liable to pay the claim, 2. we may recover from you any sums paid to you in respect of the claim, and 3. in addition, we may by notice to you treat this Policy as having been terminated with effect from the fraudulent act. <p>If we do treat the Policy as having been terminated:</p> <ol style="list-style-type: none"> 1. we may refuse all liability to you under this Policy in respect of a relevant event occurring after the time of the fraudulent act, and 2. we need not return any of the premiums paid under this Policy.
OPTIONAL EXTENDED REPORTING PERIOD	<p>In the event of cancellation or non-renewal of this Policy, by either the named insured or us, for reasons other than fraud or breach of the duty of fair presentation or non-payment of premium or amounts within the applicable Retention, the named insured will have the right, upon payment in full of additional premium, to purchase an Optional Extended Reporting Period under this Policy, subject to all terms, conditions, limitations of, and any endorsements to this Policy, for a period of either:</p> <ol style="list-style-type: none"> a. one year for an additional premium of 100% of the total annual premium; b. two years for an additional premium of 150% of the total annual premium; c. three years for an additional premium of 200% of the total annual premium; d. four years for an additional premium of 225% of the total annual premium; or e. five years for an additional premium of 250% of the total annual premium <p>following the effective date of such cancellation or non-renewal.</p>

	<p>Such Optional Extended Reporting Period applies only to a claim first made against you during the Optional Extended Reporting Period and reported to us during the Optional Extended Reporting Period, and arising out of any actual or alleged act, error, or omission committed on or after the retroactive date and before the end of the policy period (or, if applicable, before the effective date of the Change in Control in Section VIII), subject to the Retention, Limits of Liability, exclusions, conditions, and other terms of this Policy.</p> <p>The Optional Extended Reporting Period will terminate on the effective date and hour of any other insurance issued to the named insured or the named insured's successor that replaces in whole or in part the coverage afforded by the Optional Extended Reporting Period.</p> <p>The named insured's right to purchase the Optional Extended Reporting Period must be exercised in writing no later than ninety (90) days following the cancellation or non-renewal date of this Policy, and must include payment of premium for the applicable Optional Extended Reporting Period as well as payment of all premiums due to us. If such written notice is not given to us, the named insured will not, at a later date, be able to exercise such right.</p> <p>At the commencement of any Optional Extended Reporting Period, the entire premium thereafter will be deemed earned and in the event the named insured terminates the Optional Extended Reporting Period before its expiring date, we will not be liable to return any portion of the premium for the Optional Extended Reporting Period.</p> <p>The fact that the time to report claims under this Policy may be extended by virtue of an Optional Extended Reporting Period will not in any way increase the Limits of Liability, and any amounts incurred during the Optional Extended Reporting Period will be part of, and not in addition to the Limits of Liability as stated in the Declarations. The Optional Extended Reporting Period will be renewable at our sole option.</p>
SECTION VIII	
OTHER PROVISIONS	
CHANGE IN CONTROL	<p>If during the policy period:</p> <ol style="list-style-type: none"> 1. the named insured: (i) merges or consolidates with or into another entity, such that the named insured is not the surviving entity; or (ii) is acquired by another entity; or (iii) sells more than 50% of its assets to another entity, such that named insured is not the surviving entity; or 2. another entity or person, or group of affiliated entities or persons acting in concert, acquires securities or voting rights which result in ownership or voting control by the other organisation(s) or person(s) of more than 50% of the outstanding voting stock or voting rights representing the

	<p>present right to vote for the election of directors, trustees, managers (if a limited liability company), or the equivalent executive management functions of the named insured;</p> <p>(items 1 and 2 above both referred to as a “Change in Control”), then this Policy will continue to remain in effect until the end of the policy period, but only with respect to any event, act, error, or omission that first occurred prior to the Change in Control. There will be no coverage provided by this Policy for any event, act, error, or omission occurring after the Change in Control. The named insured must give written notice of a Change in Control to us as soon as practicable, but no later than thirty (30) days after the Change in Control. The full premium for this Policy will be deemed to be fully earned immediately upon the date of the Change in Control.</p> <p>The above provision may be waived in writing by us.</p>
CHOICE OF LAW AND JURISDICTION	<p>This Policy shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.</p>
NO ASSIGNMENT	<p>No change in, modification of, or assignment of interest under this Policy will be effective except when made by written endorsement signed by us.</p>
NON-PERMISSIBLE INSURANCE	<p>Where we may not permissibly insure, either on an admitted or non-admitted basis, any entity that falls within the definition of an insured under this Policy, by virtue of the entity's domicile (or deemed location of risk for regulatory purposes), we will indemnify the named insured in respect of any loss to its insurable financial interest in such uninsured entity by way of agreed valuation calculated as the amount that we would have been liable to pay such uninsured entity for the applicable loss under the terms and conditions of this Policy had it been permissible to insure such uninsured entity.</p>
OTHER INSURANCE	<p>With the exception of Section II, G. BREACH RESPONSE SERVICES and H. BREACH RESPONSE COSTS that shall operate as primary insurance, this Policy will apply excess of any other valid and collectible insurance available to you, including the self-insured retention or deductible portion of that insurance, unless such other valid and collectible insurance is written only as specific excess insurance to this Policy, without contribution by this Policy.</p>
SANCTIONS	<p>We shall not be deemed to provide cover and we shall not be liable to pay any claim, claim expenses, damages, funds transfer liability loss, loss, breach response costs, breach response services, regulatory penalties, PCI fines and assessments or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim, claim expenses, damages, funds transfer liability loss, loss, breach response costs, breach response services,</p>

	<p>regulatory penalties, PCI fines and assessments or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.</p>
TERRITORY – THE UNIVERSE	<p>This Policy will apply to events occurring, claims made, and damages, losses, breach response costs, breach response services, regulatory penalties, and PCI fines and assessments incurred, anywhere in the universe.</p>
TITLES	<p>The titles and headings to the various sections, subsections, and endorsements of this Policy are included solely for ease of reference and do not limit coverage, expand coverage, or otherwise affect the provisions of such sections, subsections or endorsements.</p>
SECTION IX	
DEFINITIONS	<p>Words and phrases that appear in lowercase bold in this Policy have the meanings set forth below:</p>
Adverse publication	<p>means any report or communication to the public through any media channel including television, print media, radio, the internet, or electronic mail, of information that was previously unavailable to the public, specifically concerning a security failure, data breach, cyber extortion, or privacy liability that affects your customers or clients. All adverse publications relating to the same security failure, data breach, cyber extortion, or privacy liability will be deemed to have occurred on the date of the first adverse publication for the purposes of determining the applicable reputation waiting period and reputation indemnity period, and will be deemed to constitute a single reputational harm loss.</p>
Application	<p>means all applications, including any attachments thereto and supplemental information, submitted by or on behalf of the named insured to us in connection with the request for or underwriting of this Policy, or any prior policy issued by us of which this Policy is a renewal.</p>
Breach notice law	<p>means any statute or regulation, including from the UK, Canada, the United States, the European Union, or other country that requires: (i) notice to persons whose personally identifiable information was, or reasonably considered likely to have been, accessed or acquired by an unauthorised person; or (ii) notice to regulatory agencies of such incident.</p>
Breach response costs	<p>means the following reasonable and necessary costs you incur with our prior written consent in response to an actual or suspected security failure or data breach:</p> <ol style="list-style-type: none"> 1. computer forensic professional fees and expenses to

	<p>determine the cause and extent of a security failure or data breach;</p> <ol style="list-style-type: none"> computer forensic professional fees for reasonable efforts to close off the point(s) of unauthorised entry and to terminate a security failure event. costs to notify individuals affected or reasonably believed to be affected by such data breach, including printing costs, publishing costs, postage expenses, call centre costs, and costs of notification via phone or e-mail; costs to provide government mandated public notices related to such security failure or data breach; legal fees and expenses to advise you in connection with your investigation of a security failure or data breach and to determine whether you are legally obligated under a breach notice law to notify applicable regulatory agencies or individuals affected or reasonably believed to be affected by such security failure or data breach; legal fees and expenses to advise you in complying with Payment Card Industry ("PCI") operating regulation requirements for responding to a data breach compromising payment card data, and the related requirements under a merchant service agreement, including a PCI forensic investigator when required under such merchant service agreement (this clause does not include any fees or expenses incurred in any legal proceeding, arbitration, or mediation, for any advice in complying with any PCI rules or regulations other than for assessment of PCI fines and assessments for a covered data breach, or to remediate the breached computer systems); costs to provide up to two years (or longer if required by law) of a credit or identity monitoring program, including credit freezing and thawing, to individuals affected by such data breach; and identity theft restoration services to those natural persons identified by a licensed identity theft investigator as victims of identity theft affected by such data breach. <p>Breach response costs must be incurred within one year of your discovery of an actual or suspected security failure or data breach. You have our prior consent to incur breach response costs in the form of computer forensic fees under paragraph 1. and legal fees under paragraphs 5. and 6. with any vendor on our list of panel providers.</p>
Breach response services	<p>means the following services to assist with your initial response to an actual or suspected security failure, data breach, cyber extortion, funds transfer fraud, or impersonation fraud:</p> <ol style="list-style-type: none"> access to the 24/7 breach response hotline detailed in Item 9. of the Declarations;

	<ol style="list-style-type: none"> two hour consultation and advice by legal counsel from our panel providers; consultation and advice by the breach response services advisor; preliminary forensics and threat intelligence gathered by and known to the breach response services advisor; and Initial remote support and assistance provided by the breach response services advisor. <p>Breach response services apply only to the initial assistance provided by the breach response services advisor and the two-hour consultation with legal counsel from our panel providers, and solely with respect to your initial response to an actual or suspected security failure, data breach, cyber extortion, funds transfer fraud, or impersonation fraud based upon the information provided by you to us and/or the breach response services advisor at the time you first notify us of the applicable security failure, data breach, cyber extortion, funds transfer fraud, or impersonation fraud. Breach response services are available only during the 72 hour time period following notification of the actual or suspected security failure, data breach, cyber extortion, funds transfer fraud, or impersonation fraud to the breach services advisor, and do not include the costs and expenses of any services which are covered under any other First Party Coverage of this Policy.</p>
Breach response services advisor	means the entity(ies) or person(s) named in Item 14. of the Declarations.
Business interruption loss	<p>means:</p> <ol style="list-style-type: none"> the net profit that would have been earned before taxes on income, or net loss that would not have been incurred, directly due to the partial or complete interruption of computer systems; and continuing normal operating expenses (including payroll), but only to the extent that such operating expenses must necessarily continue during the indemnity period. <p>Provided, however, that business interruption loss will not include net profit that would likely have been earned as a result of an increase in volume due to favourable business conditions caused by the impact of network security failures impacting other businesses, loss of market, or any other consequential loss.</p>
Business services	<p>means software as a service (SaaS), platform as a service (PaaS), infrastructure as a service (IaaS), network as a service (NaaS), voice over internet protocol, and telephony services that:</p> <ol style="list-style-type: none"> you use regularly in the normal course of your business; you are charged a fee for on a regular periodic basis,

	<p>no less frequently than on a semi-annual basis; and</p> <p>3. are provided to you pursuant to a written contract.</p>
Claim	<p>means:</p> <ol style="list-style-type: none"> 1. a written demand for money or services including the service of a suit or institution of arbitration proceedings; 2. with respect to coverage provided under Section II.B, REGULATORY DEFENCE AND PENALTIES, a regulatory proceeding; 3. with respect to coverage under Section II.C, PCI FINES AND ASSESSMENTS, a written demand for PCI fines and assessments; and 4. a written request to toll or waive a statute of limitations applicable to a potential claim described in paragraph 1. above. <p>All claims that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or a series of related facts, circumstances, situations, events, transactions, or causes will be considered a single claim made against you on the date the first such claim was made.</p>
Claim expenses	<p>means:</p> <ol style="list-style-type: none"> 1. reasonable and necessary fees charged by legal counsel to which we have agreed to defend a claim; and 2. all other fees, costs, and charges for the investigation, defence, and appeal of a claim, if incurred by us or by you with our prior written consent; and 3. premiums on appeal bonds, provided that we will not be obligated to apply for or furnish such appeal bonds. <p>Claim expenses do not include salary, charges, wages, or expenses of any senior executive or employee, or costs to comply with any court or regulatory orders, settlements, or judgments.</p>
Computer replacement costs	<p>means the reasonable and necessary costs you incur, with our prior written consent, to restore or replace computer hardware or tangible equipment owned or leased by you impacted by a loss of firmware integrity resulting from a security failure.</p>
Computer systems	<p>means:</p> <ol style="list-style-type: none"> 1. computers and related peripheral components, including Internet of Things (IoT) devices; 2. systems and applications software; 3. terminal devices; 4. related communications networks; 5. mobile devices (handheld and other wireless computing devices); and 6. storage and back-up devices <p>by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by you on your</p>

	<p>own behalf.</p> <p>Computer systems include hosted computer systems.</p>
Consumer redress awards	<p>means any monetary amounts you are legally obligated or have agreed to deposit into a consumer redress fund as equitable relief for the payment of consumer claims due to an adverse judgement or settlement of a regulatory proceeding. Consumer redress awards do not include any sums paid which constitute taxes, fines, penalties, injunctions, or sanctions.</p>
Contingent business interruption loss	<p>means:</p> <ol style="list-style-type: none"> 1. the net profit that would have been earned before taxes on income, or net loss that would not have been incurred, directly due to the partial or complete interruption of hosted computer systems; and 2. continuing normal operating expenses (including payroll), but only to the extent that such operating expenses must reasonably continue during the indemnity period. <p>Provided, however, that contingent business interruption loss will not include net profit that would likely have been earned as a result of an increase in volume due to favourable business conditions caused by the impact of network security failures impacting other businesses, loss of market, or any other consequential loss.</p>
Continuity date	<p>means the date specified in Item 11. of the Declarations. Provided, if a subsidiary is acquired during the policy period, the continuity date for such subsidiary will be the date the named insured acquired such subsidiary.</p>
Court attendance costs	<p>means the reasonable costs and expenses of attending at our request a trial, hearing, deposition, mediation, arbitration, or other proceeding relating to the defence of any claim.</p>
Criminal reward costs	<p>means any amount offered and paid by us for information that leads to the arrest and conviction of any individual(s) committing or trying to commit any illegal act related to any coverage under this Policy. This Policy will not cover amounts offered and paid-for-information provided by you, your legal counsel and/or auditors, whether internal or external, individuals hired or retained in response to the aforementioned illegal acts, or other individuals with responsibilities for supervision or management of the aforementioned individuals and entities.</p>
Crisis management costs	<p>means the following reasonable fees or expenses agreed to in advance by us, in our discretion, to mitigate covered damages, loss, claim expenses, breach response costs, or breach response services due to a public relations event:</p>

	<ol style="list-style-type: none"> 1. a public relations or crisis management consultant; 2. media purchasing, or for printing or mailing materials intended to inform the general public about the public relations event; 3. providing notifications to individuals where such notifications are not required by breach notice law, including notices to your non-affected customers, employees, or clients; and 4. other costs approved in advance by us.
Cyber extortion	<p>means any:</p> <ol style="list-style-type: none"> 1. threat made by an individual or organisation against you expressing the intent to: <ol style="list-style-type: none"> a. transfer, pay, or deliver any funds or property belonging to you, or held by you on behalf of others, using computer systems without your permission, authorisation, or consent; b. access, acquire, sell, or disclose non-public information in your care, custody, or control, provided such information is stored in an electronic medium in computer systems and is retrievable in a perceivable form; c. alter, damage, or destroy any computer program, software, or other electronic data that is stored within computer systems; d. maliciously or fraudulently introduce malicious code or ransomware into computer systems; or e. initiate a denial of service attack on computer systems; or 2. introduction of malicious code or ransomware into computer systems by an individual or organisation; or, 3. denial of service attack on computer systems; <p>where such threat is made or act is committed for the purpose of demanding payment of money, securities, Bitcoin or other virtual currencies, property, or goods from you.</p>
Cyber extortion expenses	<p>means the following reasonable and necessary costs incurred with our prior written consent:</p> <ol style="list-style-type: none"> 1. money, securities, Bitcoin, or other virtual currencies paid at the direction and demand of any individual or organisation committing cyber extortion and costs incurred solely in, and directly from, the process of making or attempting to make such a payment; 2. value of property or goods demanded by any individual or organisation committing cyber extortion and costs incurred solely in, and directly from, the process of delivering or attempting to deliver to such property or goods; and 3. reasonable and necessary costs, fees, and expenses to

	<p>respond to a cyber extortion.</p> <p>The value of cyber extortion expenses will be determined as of the date such cyber extortion expenses are paid.</p>
Cyber terrorism	<p>means the premeditated use, or threatened use, of disruptive activities against computer systems by any person, group, government, or organisation, committed with the intention to harm or intimidate you to further social, ideological, religious, or political objectives. However, cyber terrorism does not include any activity which is part of or in support of any military action, war, or war-like operation.</p>
Damages	<p>means a monetary judgement or award that you are legally obligated to pay, including pre-judgment and post-judgment interest, or settlement agreed to by you and us. Damages does not mean the following:</p> <ol style="list-style-type: none"> 1. future profits, restitution, disgorgement of profits, or unjust enrichment, or the costs of complying with orders granting injunctive or equitable relief; 2. return or offset of fees, charges, or commissions charged by or owed to you for goods or services already provided or contracted to be provided; 3. funds transfer liability loss; 4. costs incurred by you to correct, re-perform, or complete any service, including any technology services or professional services; 5. liquidated damages, contractual service credits or penalties, but only to the extent such liquidated damages, contractual service credits or penalties exceed the amount for which the insured would have been liable in the absence of any agreement to pay such liquidated damages, contractual service credits or penalties; 6. civil or criminal fines or penalties, civil or criminal sanctions, payroll or other taxes, or loss of tax benefits, or amounts or relief uninsurable under applicable law; 7. any damages which are a multiple of compensatory damages, or punitive or exemplary damages, unless insurable by law in any applicable jurisdiction that most favours coverage for such punitive or exemplary damages; 8. discounts, coupons, prizes, awards, or other incentives offered by you; 9. fines, costs, assessments, or other amounts you are responsible to pay under a merchant service agreement; 10. any amounts for which you are not liable, or for which there is no legal recourse against you; or 11. royalty or licensing fees.
Data breach	<p>means the acquisition, access, theft, or disclosure of personally identifiable information or third party corporate information in a manner that is unauthorised by you including resulting from a security failure.</p>

Denial of service attack	means a deliberate or malicious attack that makes computer systems unavailable to its intended users, temporarily or indefinitely disrupting the services of a host that you use by directing an excessive volume of electronic data to that host.
Digital asset	means any of your electronic data or computer software. Digital assets do not include computer hardware of any kind.
Employee	<p>means any past, present, or future:</p> <ol style="list-style-type: none"> 1. person employed by the named insured or subsidiary as a permanent, part-time, seasonal, leased, or temporary employee, intern, or any volunteer; and 2. senior executive; <p>but only while acting on behalf of the named insured or subsidiary and in the scope of the business operations of the named insured or subsidiary.</p>
Event	<p>means a funds transfer liability, incident, privacy liability, technology and professional services wrongful act, or multimedia wrongful act.</p> <p>All events that have a common nexus of fact, circumstance, situation, transaction, or cause, or a series of related facts, circumstances, situations, transactions, or causes will be considered a single event occurring on the date the first such event occurred.</p>
Extra expenses	<p>means your reasonable and necessary additional costs incurred to avoid or minimise a business interruption loss, including:</p> <ol style="list-style-type: none"> 1. the reasonable and necessary additional costs of sourcing your products or services from alternative sources in order to meet contractual obligations to supply your customers and clients; 2. the reasonable and necessary additional costs of employing contract staff or overtime costs for employees, including your internal IT department, in order to continue your business operations which would otherwise have been handled in whole or in part by computer systems or service provider; and 3. the reasonable and necessary additional costs of employing specialist consultants, including IT forensic consultants, in order to diagnose and fix a security failure or systems failure. <p>Provided, however, that such additional costs do not exceed the amount of loss that otherwise would have been payable as business interruption loss.</p> <p>Extra expenses does not mean and will not include:</p>

	<ol style="list-style-type: none"> 1. costs incurred to update, restore, replace, upgrade, maintain, or improve computer systems: <ol style="list-style-type: none"> a. to a level greater than existed before a security failure, unless the costs to upgrade to a more current or secure version of functionally equivalent components of computer systems is no more than 25% greater than the costs that would have been incurred to repair or replace computer systems that existed before a security failure; or b. to a level greater than existed before a system failure; or 2. costs incurred to acquire or install computer systems which did not form a part of computer systems immediately prior to the security failure or system failure.
Funds transfer fraud	<p>means a fraudulent instruction transmitted by electronic means, including through social engineering, to you or your financial institution including an escrow account provider directing you, or the financial institution including an escrow account provider:</p> <ol style="list-style-type: none"> 1. to debit, or instruct to authorise to debit, an account for which the named insured or subsidiary is an authorised custodian, and to transfer, pay, or deliver money or securities from such account; or 2. to debit, or instruct to authorise to debit, an account held by the named insured or subsidiary, or held by the named insured or subsidiary on behalf of a third party, and to transfer, pay, or deliver money or securities from such account; or 3. to transfer or deliver tangible property owned or held by the named insured or subsidiary; <p>which purports to have been transmitted by you or your vendors, business partners, or existing clients, and impersonates such party including through the use of deepfakes, but was transmitted by someone other than you or your vendors, business partners, or existing clients, and without such party's knowledge or consent. The "financial institution" does not include any such entity, institution, or organisation that is an insured.</p>
Funds transfer liability	<p>means distribution of fraudulent wire transfer or payment instructions which instruction purports to have been transmitted by you directing your vendors, business partners, or existing clients to transfer funds to a third party, but was transmitted by someone other than you as the result of a security failure.</p>
Funds transfer liability loss	<p>means a monetary judgement or award that you are legally obligated to pay, or a settlement agreed to by you and us,</p>

	<p>because of the transfer of money or securities, or digital currencies by any of your vendors, business partners, or existing clients to a third party as the direct result of a funds transfer liability.</p>
Funds transfer loss	<p>means:</p> <ol style="list-style-type: none"> 1. loss of money, securities, digital currencies, or tangible property directly resulting from funds transfer fraud or personal funds fraud; and 2. reasonable and necessary costs, fees, and expenses to respond to funds transfer fraud or personal funds fraud. <p>Funds transfer loss does not mean and will not include:</p> <ol style="list-style-type: none"> a. the loss of personal money, securities, or property of your employees with the exception of senior executives. b. chargeback loss arising from the acceptance payment cards used fraudulently.
Hosted computer systems	<p>means:</p> <ol style="list-style-type: none"> 1. computers and related peripheral components, including Internet of Things (IoT) devices; 2. systems and applications software; 3. terminal devices; 4. related communications networks; 5. mobile devices (handheld and other wireless computing devices); and 6. storage and back-up devices <p>by which electronic data is collected, transmitted, processed, stored, backed up, retrieved, and operated by a third party vendor, but only for providing hosted computer services, including SaaS, IaaS, NaaS and PaaS, to you pursuant to a written contract.</p>
Impersonation fraud	<p>means fraudulent electronic communications or websites designed to impersonate you or any of your products provided that such fraudulent communications or websites do not arise out of or result from any security failure.</p>
Impersonation repair costs	<p>means:</p> <ol style="list-style-type: none"> 1. the cost of retaining a law firm and public relations firm incurred by you to create and publish a press release or establish a website to advise your customers and prospective customers of an impersonation fraud; and 2. the cost of reimbursing your existing customers for their loss of money or tangible property directly resulting from a impersonation fraud; and 3. the cost of retaining a third party for the removal of websites designed to impersonate you.

Incident	<p>means adverse publication, cyber extortion, data breach, funds transfer fraud, impersonation fraud, invoice manipulation, personal funds fraud, public relations event, security failure, or systems failure.</p> <p>All incidents that have a common nexus of fact, circumstance, situation, event, transaction, or cause, or series of related facts, circumstances, situations, events, transactions, or causes will be considered a single incident occurring on the date the first such incident occurred.</p>
Indemnity period	<p>means the time period that:</p> <ol style="list-style-type: none"> 1. begins on the date and time that the partial or complete interruption of computer systems first occurred; and 2. ends on the earlier of the date and time that the interruption to your business operations resulting from such interruption of computer systems: (i) ends; or (ii) could have ended if you had acted with due diligence and dispatch. <p>However, in no event will the indemnity period exceed 365 days.</p>
Insured, you, or your	<p>means:</p> <ol style="list-style-type: none"> 1. the named insured; 2. a subsidiary; 3. senior executives and employees; 4. an independent contractor, who is a natural person, solely acting in the normal course of the named insured or subsidiary's business operations while under their direct supervision; 5. with respect to Sections II.A, NETWORK AND INFORMATION SECURITY LIABILITY, II.B, REGULATORY DEFENCE AND PENALTIES, and II.E, TECHNOLOGY ERRORS AND OMISSIONS, any person or entity you have agreed in a written contract or agreement to add as an additional insured to a policy providing the type of coverage afforded by this Policy, provided such contract or agreement is in effect or becomes effective during the policy period, and solely for such person's or entity's liability arising out of the named insured's or subsidiary's acts (hereafter an additional insured); 6. the estates, heirs, legal representatives, or assignees of any employee or senior executive in the event of their death, incapacity, insolvency, or bankruptcy but solely for the estates', heirs', legal representatives', or assignee's liability arising out of the acts committed by the employee or senior executive, in their capacity as such; and 7. the spouse, domestic partner, or civil partner of any employee or senior executive solely for such

	<p>spouse's, domestic partner's, or civil partner's liability resulting from a claim against the employee or senior executive, in their capacity as such; or their ownership or interest in property which the claimant seeks as recovery for a claim against the employee or senior executive, in their capacity as such.</p>
Invoice Manipulation	<p>means the release or distribution of any fraudulent invoice or payment instruction to a third party as a direct result of a security failure.</p>
Invoice Manipulation Loss	<p>means your direct net costs, excluding any profit, to provide goods, products, or services to a third party for which you are unable to collect payment after transfer of such goods, products, or services to a third party as the direct result of invoice manipulation.</p>
Loss	<p>means business interruption loss, computer replacement costs, contingent business interruption loss, court attendance costs, criminal reward costs, crisis management costs, cyber extortion expenses, extra expenses, funds transfer loss, impersonation repair costs, invoice manipulation loss, proof of loss preparation expenses, reputational harm loss, service fraud loss, and restoration costs.</p>
Malicious code	<p>means any type of malicious, unauthorised, corrupting or harmful software program, code, or script specifically designed to create system vulnerabilities and destroy, alter, steal, contaminate, or degrade the integrity, quality, or performance of:</p> <ol style="list-style-type: none"> 1. electronic data used or stored in any computer system or network; or 2. a computer network, any computer application software, or computer operating system or related network.
Media content	<p>means content in any form, regardless of its nature or medium, including any data, text, sounds, numbers, images, graphics, videos, streaming content, webcasts, podcasts, or blogs. Media content does not include any biometric personally identifiable information computer software or the actual goods, products, or services described, referenced, illustrated, or displayed in such media content.</p>
Merchant service agreement	<p>means any agreement between you and a financial institution, payment card company, payment card processor, or independent service operator, that enables you to accept credit cards, debit cards, prepaid cards, or other payment cards for payments or donations.</p>
Multimedia wrongful act	<p>means any of the following actually or allegedly committed by you in the normal course of your business in communicating, reproducing, publishing, disseminating, displaying, releasing,</p>

	<p>transmitting, or disclosing media content, including social media authorised by you:</p> <ol style="list-style-type: none"> 1. defamation, libel, slander, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organisation; 2. violation of the rights of privacy of an individual, including false light and public disclosure of private facts; 3. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice, or likeness; 4. plagiarism, piracy, or misappropriation of ideas under implied contract; 5. infringement of copyright, domain name, trademark, trade name, trade dress, logo, title, metatag, slogan, service mark, or service name; or 6. improper deep-linking or framing within electronic content.
Named insured	means the individual, partnership, entity, or corporation designated as such in Item 1. of the Declarations, or by endorsement to this Policy.
Panel Providers	means those firms listed on our web site at: www.coalitioninc.com/en-gb/panel
PCI fines and assessments	means the direct monetary fines and assessments for fraud recovery, operational expenses including card reissuance fees and notification of cardholders, and case management fees owed by you under the terms of a merchant service agreement , but only where such fines or assessments result from a data breach . PCI fines and assessments will not include any charge backs, interchange fees, discount fees, or other services related fees, rates, or charges.
Personal funds fraud	means the loss of personal money, securities, or property from a personal bank account of a senior executive as a direct result of a security failure of the named insured's or a subsidiary's computer systems .
Personally identifiable information	means any information about an individual that is required by any federal, provincial, territorial, state, local, or foreign law or regulation to be protected from unauthorised access, acquisition, or public disclosure.
Policy period	means the period of time between the inception date shown in the Declarations and the effective date of termination, expiration, or cancellation of this Policy and specifically excludes any Optional Extended Reporting Period.
Pollutants	means any solid, liquid, gaseous, or thermal irritant or contaminant exhibiting hazardous characteristics as is or may be identified on any list of toxic or hazardous substances pursuant to, any governmental, federal, provincial, territorial, state, local, or foreign legislation or agency, including gas, acids, alkalis, chemicals, odours, noise, lead, petroleum or petroleum-containing products, heat, smoke, vapour, soot, fumes, radiation, asbestos or asbestos-containing products,

	<p>waste (including material to be recycled, reconditioned, or reclaimed), electric, magnetic, or electromagnetic field of any frequency, as well as any air emission, wastewater, sewage, infectious medical waste, nuclear materials, nuclear waste, mould, mildew, fungus, bacterial matter, mycotoxins, spores, scents or by-products and any non-fungal micro-organism, or non-fungal colony form organism that causes infection or disease.</p>
Privacy liability	<p>means:</p> <ol style="list-style-type: none"> 1. your actual or alleged failure to timely disclose a security failure or data breach resulting in a violation of any breach notice law; 2. your failure to comply with those provisions in your privacy policy that: <ol style="list-style-type: none"> a. mandate procedures to prevent the loss of personally identifiable information; b. prohibit or restrict disclosure, sharing, or selling of an individual's personally identifiable information; or c. require you to give access to personally identifiable information or to amend or change personally identifiable information after a request is made by the concerning individual; <p>provided that no senior executive knew of or had reason to know of any such conduct; and</p> 3. your failure to administer an identity theft prevention program or an information disposal program pursuant to any governmental, federal, provincial, territorial, or state law;
Privacy policy	<p>means any public written statements that set forth your policies, standards, and procedures for the collection, use, disclosure, sharing, dissemination, and correction or supplementation of, and access to, personally identifiable information.</p>
Professional services	<p>means those services specified in Item 7. of the Declarations and performed by the named insured or a subsidiary for others' benefit pursuant to a written contract.</p>
Proof of loss preparation expenses	<p>means the reasonable and necessary costs you incur with our prior written consent for a third party forensic accounting firm to assist you with preparing a proof of loss as required by Section V. CLAIMS PROCESSES, PROOF OF LOSS with respect to business interruption loss, contingent business interruption loss, extra expenses or reputational harm loss covered under this Policy.</p>
Public relations event	<p>means:</p>

	<ol style="list-style-type: none"> 1. the publication or imminent publication in a newspaper (or other general circulation print publication), on radio or television, or electronic news website (but not including social media) of a security failure or data breach that has resulted in a covered claim under this Policy; and 2. a security failure or data breach that results in covered breach response costs under this Policy or which reasonably may result in a covered claim under the Policy.
Ransomware	means any malicious code designated to block your access to computer systems or digital assets , delete or otherwise harm your computer systems or digital assets , or cause a security failure , until a sum of money is paid.
Regulatory penalties	<p>means monetary fines and penalties, including consumer redress awards, imposed in a regulatory proceeding to the extent insurable under applicable law.</p> <p>Regulatory penalties will not mean any:</p> <ol style="list-style-type: none"> 1. costs to comply with injunctive relief; 2. costs to establish or improve privacy or security practices; or 3. audit, reporting, or compliance costs.
Regulatory proceeding	<p>means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of the Information Commissioner's Office or any other domestic or foreign governmental entity including any federal, provincial, territorial, state or local entity in such entity's regulatory or official capacity, in connection with such proceeding arising from a security failure or data breach.</p> <p>Regulatory proceeding does not include a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by any governmental, federal, provincial, territorial, or state Securities Commission and similar governmental federal, provincial, territorial, state, local, or foreign governmental entities.</p>
Reputational harm loss	<p>means the net profit that would have been earned before taxes on income, or net loss that would not have been incurred solely and directly as the result of any adverse publication.</p> <p>Reputational harm loss does not include any:</p> <ol style="list-style-type: none"> 1. costs to rehabilitate your reputation, including legal costs or expenses; 2. breach response costs, crisis management costs, business interruption loss, contingent business

	<p>interruption loss, or extra expenses;</p> <p>3. costs not directly caused by an adverse publication.</p> <p>Reputational harm loss will not include net profit that would likely have been earned before taxes on income as a result of an increase in volume due to favourable business conditions caused by the impact of security failures, data breaches, cyber extortion, or privacy liability impacting other businesses, loss of market, or any other consequential loss. Further, due consideration will be given to the following when calculating reputational harm loss:</p> <ol style="list-style-type: none"> 1. the experience of your business before the adverse publication and probable experience thereafter during the reputation indemnity period had there been no adverse publication and to the continuation of normal charges and expenses that would have existed had no adverse publication occurred; and 2. any reputational harm loss made up or recovered during, or within a reasonable time after the end of, the reputation indemnity period.
Reputation indemnity period	means the one hundred and eighty (180) day period that begins at the conclusion of the reputation waiting period .
Reputation waiting period	means the amount of time set forth in Item 5.O. of the Declarations that must elapse after the date upon which the adverse publication was first published. The reputation waiting period cannot be insured.
Restoration costs	<p>means:</p> <ol style="list-style-type: none"> 1. the reasonable and necessary costs you incur to replace, restore, or recreate digital assets to the level or condition at which they existed prior to a security failure or systems failure; or 2. the cost for the most current version of digital assets if it is substantially equivalent to (or less than) the original cost of digital assets; <p>if such digital assets cannot be replaced, restored, or recreated, then restoration costs will be limited to the actual, reasonable, and necessary costs you incur to reach this determination.</p> <p>Restoration costs does not mean and will not include:</p> <ol style="list-style-type: none"> 1. any costs or expenses incurred to identify, remove, or remediate computer program errors or vulnerabilities; 2. the economic or market value of any digital assets, including trade secrets, or the costs to re-perform any work product contained within any digital assets; or 3. costs incurred to acquire or install digital assets which did not exist immediately prior to the security failure or system failure.

Retroactive date	means the date specified in Item 10. of the Declarations.
Security failure	<p>means the failure of security of computer systems which results in:</p> <ol style="list-style-type: none"> 1. loss, alteration, corruption, or damage to software, applications, or electronic data existing in computer systems; 2. transmission of malicious code from computer systems to third party computer systems that are not owned, operated, or controlled by the named insured or subsidiary; or 3. a denial of service attack on the named insured's or subsidiary's computer systems; or 4. access to or use of computer systems in a manner that is not authorised by you, including when resulting from the theft of a password. <p>Security failure does not mean and will not include any failure of computers, related peripheral components, or mobile devices that are owned or leased by an employee and not used for the business operations of the named insured or subsidiary.</p>
Senior executive	means any partner, principal, director, executive board member, in-house counsel, risk manager, chief information officer, chief information security officer, chief privacy officer, chief financial officer, chief executive officer, chief operating officer, or functional equivalent, but only while acting on your behalf in the scope of your business operations.
Service fraud loss	means direct financial loss that you incur as the result of being charged a fee for the fraudulent use of business services , including fraudulent use arising from cryptojacking.
Service provider	means any third party that is responsible for the processing, maintenance, protection, or storage of digital assets pursuant to a written contract.
Subsidiary	<p>means any organisation in which the named insured:</p> <ol style="list-style-type: none"> 1. owns or controls either directly or indirectly 50% on or before the inception date of this Policy, or more of the outstanding voting stock or shareholder voting power or has the right to elect or appoint the majority of the board of directors or persons to an equivalent executive management function; and 2. has recognised the revenues in the application for this Policy. <p>An organisation ceases to be a subsidiary on the date, during the policy period, that the named insured ceases to own or control, directly or indirectly, 50% or more of the outstanding voting or shareholder voting power, or ceases to control the right to elect or appoint the majority of the board of directors or</p>

	<p>persons to equivalent executive management functions.</p> <p>The named insured will give written notice to us of any acquisition or creation of an organisation with ownership interest greater than 50%, no later than sixty (60) days after the effective date of such acquisition or creation. Automatic coverage of such organisation is granted until the end of the policy period subject to the following criteria:</p> <ol style="list-style-type: none"> 1. the newly created or acquired organisation has substantially similar business operations; 2. the new organisation's gross revenue is equal to or less than 10% of the total gross revenue the named insured has listed on the application for this Policy; and 3. prior to the effective date of such acquisition or creation, no senior executive of the named insured or of the acquired or created organisation, knew or could have reasonably expected that a claim would be made or coverage triggered under any Insuring Agreement in Section II, WHAT WE COVER. <p>Where such acquisition or creation does not qualify for the automatic coverage described above, no coverage is granted and such acquired or created organisation is not included under this Policy unless and until agreed by us in writing. Upon receipt of notice of such acquisition or creation, we may, at our sole option, agree to appropriately endorse this Policy subject to additional premium and/or change terms and conditions.</p>
Systems failure	<p>means any:</p> <ol style="list-style-type: none"> 1. unintentional, unplanned, or unexpected computer systems disruption, damage, or failure where the proximate cause is not a security failure, loss of or damage to any physical equipment or property, or planned or scheduled outage or maintenance of computer systems or a third party's computer systems (including downtime that is the result of a planned outage lasting longer than initially expected); or 2. disruption or voluntary shutdown of computer systems by you, with our prior consent, in order to mitigate covered loss under this Policy. <p>Systems failure does not include any:</p> <ol style="list-style-type: none"> 1. failure of hosted computer systems that results in an outage that extends beyond the services being provided to you by hosted computer systems; 2. suspension, cancellation, revocation, or failure to renew any domain names or uniform resource locators; 3. failure to adequately anticipate or capacity plan for normal and above operational demand for computer systems except where this demand is a denial of

	<p>service attack;</p> <ol style="list-style-type: none"> failure of any computer hardware that has been declared as end-of-life by the original equipment manufacturer; design failure or manufacturing defect in third party computer software or computer hardware.
Tangible property	<p>means items or objects that can be felt or touched. Tangible property does not include:</p> <ol style="list-style-type: none"> digital assets; any form of intellectual property, including trade secrets; or money, securities or digital currencies. <p>The value of any covered tangible property will be the cost to replace such tangible property with property of comparable material and quality. The replacement cost value for any tangible property does not include any profit or mark-up you are unable to collect as a result of the loss of tangible property.</p>
Technology and professional services wrongful act	<p>means:</p> <ol style="list-style-type: none"> any actual or alleged error, omission, misstatement, neglect, or unintentional breach of duty or written contract, by you or any person for whose actual or alleged error, omission, neglect or unintentional breach of duty or written contract the named insured or subsidiary is legally liable for, in rendering technology services or professional services; or any actual or alleged act, error, omission, misstatement, neglect, or unintentional breach of contract, by you or any person for whose actual or alleged error, omission, misstatement, neglect or unintentional breach of written contract the named insured or subsidiary is legally liable for, that results in the failure of technology products to perform as intended.
Technology products	<p>means computer or telecommunications hardware or software products, or related components or products, that are created, manufactured, developed, sold, or distributed by the named insured or subsidiary for others' benefit pursuant to written contract for a fee, including software updates, service packs, and other maintenance releases for such products.</p>
Technology services	<p>means computer and electronic technology services, including data backup and processing, Internet and mobile services, email services, SaaS, PaaS, IaaS, NaaS, data and application hosting, computer systems analysis, technology and security consulting and training, custom software programming for a specific customer, computer and software systems installation and integration, computer and software support, and network management services, performed by the named insured or subsidiary for others' benefit pursuant to a written contract for a fee.</p>

Third party corporate information	means any information of a third party held by you which is not available to the general public and is provided to you subject to a mutually executed written confidentiality agreement between you and the third party or which you are legally required to maintain in confidence. However, third party corporate information does not include personally identifiable information .
Waiting period	means the number of hours set forth in Item 5.K. of the Declarations.
We, us, or our	means the insurers providing this Policy.

COMPLAINTS

Every effort is made to ensure that you receive a high standard of service. If you are not satisfied with the service you have received, you should contact:

complaints@coalitioninc.com

To help us deal with your comments quickly, please quote your policy or claim number and name of the named insured.

We will do our best to resolve any difficulty directly with you, but if we are unable to do this to your satisfaction you may be entitled to refer the dispute to the Financial Ombudsman Service who will review your case and who may be contacted at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

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

Your ability to refer the dispute to the Financial Ombudsman Service is without prejudice to your right to bring legal proceedings in accordance with SECTION VIII, CHOICE OF LAW AND JURISDICTION

DATA PROTECTION

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. Exceptionally, this information may include more sensitive details such as information about your health and any criminal convictions you may have and we may need your consent to process such information about you. Where this is the case you will be asked for consent separately. If you withdraw your consent (which you may do at any time), this may affect our ability to provide the insurance cover from which you benefit and may prevent us handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Where you provide us or your insurer, agent or broker with details about other people, you must provide this notice to them.

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) at <https://www.coalitioninc.com/legal/privacy>.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at: legal@coalitioninc.com?

FINANCIAL CONDUCT AUTHORITY

Coalition is a trading name of Coalition Risk Solutions Limited which is an appointed representative of Davies MGA Services Limited, a company authorised and regulated by the Financial Conduct Authority under firm reference number 597301 to carry on insurance distribution activities. Coalition Risk Solutions Limited is registered in England and Wales company number 13036309. Registered office at 34-36 Lime Street, London, UK EC3M 7AT.

FINANCIAL SERVICES COMPENSATION SCHEME

We and our agents are covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the scheme if we cannot meet our obligations. Further information about the scheme is available from the FSCS:

Website: www.fscs.org.uk

Telephone: 0800 678 1100 or 020 7741 4100

Email: enquiries@fscs.org.uk

Post: Financial Services Compensation Scheme, PO Box 300, Mitcheldean,
GL17 1DY

SPECIMEN

Notice of Available Panel Providers

Coalition policyholders may engage the following Panel Providers upon written notice of a claim or incident. Notice of a claim or incident can be provided to claims@coalitioninc.com, by calling +44 0808 134 9559, or through the report a claim button at coalitioninc.com/contact. Panel Providers available to Coalition policyholders are subject to change. The current list is available at coalitioninc.com/en-gb/panel.

Data Breach response	Clyde & Co (Ian Birdsey) DAC Beachcroft (Hans Allnutt) Pinsent Masons (Stuart Davey) Kennedys Law (Oliver Dent)
Litigation	DAC Beachcroft (Hans Allnutt) Pinsent Masons (Stuart Davey)
Media Claims	DAC Beachcroft (Hans Allnutt) Kennedys Law (Oliver Dent) Pinsent Masons (Stuart Davey)
Notification	Kroll Equifax Experian
Forensics / Incident Response	Coalition Incident Response UK KPMG Kroll S-RM
PR & Crisis Management	FleishmanHillard Hill and Knowlton Kekst CNC
Forensic Accounting	Baker Tilly
DDoS Mitigation providers	Cloudflare (cloudflare.com) Incapsula (incapsula.com) Google Project Shield (projectshield.withgoogle.com) Akamai (akamai.com) Fastly (fastly.com)

PREMIUM PAYMENT ENDORSEMENT (60 DAYS)

Form Number	CYGBP-00EN-000057-0123-01
Effective Date of Endorsement	15 February 2024
Named Insured	Bodmin Town Council
Policy Number	C-50PT-149733-CYBER-2024
Issued by (Name of Insurance Company)	Allianz Global Corporate & Specialty SE, Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010161SS24)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 3.0

The **named insured** undertakes that premium will be paid in full to **us** within 60 days of inception of this Policy. If the premium due under this Policy has not been paid to **us** by the 60th day from the inception of this Policy, then **we** shall have the right to cancel this Policy in accordance with SECTION VII, CANCELLATION AND OPTIONAL EXTENDED REPORTING PERIOD, CANCELLATION.

BREACH RESPONSE SEPARATE LIMIT ENDORSEMENT

Form Number	CYGBP-00EN-000005-0622-01
Effective Date of Endorsement	15 February 2024
Named Insured	Bodmin Town Council
Policy Number	C-50PT-149733-CYBER-2024
Issued by (Name of Insurance Company)	Allianz Global Corporate & Specialty SE, Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010161SS24)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Section VI, LIMITS OF LIABILITY AND RETENTION, LIMITS OF LIABILITY is deleted and replaced by the following:

LIMITS OF LIABILITY	<p><u>Aggregate Policy Limit of Liability and Limits of Liability for All Insuring Agreements Other Than Breach Response Services and Breach Response Costs</u></p> <p>The Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations is the maximum amount we will be liable to pay for all claim expenses, damages, funds transfer liability loss, loss, PCI fines and assessments, regulatory penalties, and other amounts under this Policy, regardless of the number of claims, events, or insureds. The reference to Aggregate Policy Limit of Liability herein also refers to each participating Insurer's individual Quota Share Limit of Liability as stated in Item 8. of the Declarations.</p> <p>The Per Event Limit of Liability set forth in Item 4. of the Declarations is the maximum amount we will be liable to pay for all claim expenses, damages, funds transfer liability loss, loss, PCI fines and assessments, regulatory penalties, and other amounts arising from a single event under all Insuring Agreements, regardless of the number of Insuring Agreements triggered, claims, or insureds. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability.</p> <p>The Limit stated in Item 5. of the Declarations with respect to an Insuring Agreement is the maximum amount we will be liable to pay for all claim expenses, damages, funds transfer liability loss, loss, PCI fines and assessments, regulatory penalties, and other amounts arising from a single event and in aggregate for all events under that Insuring Agreement. Such Limits of Liability are part of, and not in addition to, the Aggregate Policy Limit of Liability.</p> <p>Our Limits of Liability for an Optional Extended Reporting Period, if applicable, will be part of, and not in addition to the Aggregate Policy Limit of Liability set forth in Item 4. of the Declarations.</p> <p><u>Limits of Liability for Breach Response Services and Breach Response Costs</u></p>
----------------------------	---

	<p>Breach response services will be provided for a maximum of 72 hours following your notification to the breach response services advisor. Breach response services will be provided in addition to and will not erode the Aggregate Policy Limit of Liability.</p> <p>The limit set forth in Item 5.H. of the Declarations is the maximum amount we will be liable to pay for all breach response costs, regardless of the number of security failures, data breaches, or insureds. This Limit is in addition to the Aggregate Policy Limit of Liability. Upon exhaustion of the breach response costs Limit, there will be no further coverage under this Policy for any breach response costs.</p>
--	---

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

POLICY NO.: C-50PT-149733-CYBER-2024

ENDT NO.: 3

QUOTA SHARE ENDORSEMENT

Form Number	CYGBP-00EN-000007-0622-01
Effective Date of Endorsement	15 February 2024
Named Insured	Bodmin Town Council
Policy Number	C-50PT-149733-CYBER-2024
Issued by (Name of Insurance Company)	Allianz Global Corporate & Specialty SE, Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010161SS24)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 3.0

This Policy is issued on a quota share basis. Each insurer will be responsible for payment of a certain percentage share of the Limits of Liability as specified in the Declarations for this Policy as follows:

Quota Share Percentage of each insurer:

Insurer	Quota Share Percentage
Allianz Global Corporate & Specialty SE	70%
Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010161SS24)	30%

Each quota share insurers' obligations to you under this Policy are several and not joint and are limited solely to the extent of their individual quota share percentage. The quota share insurers are not responsible for the obligations of any quota share insurer who for any reason does not satisfy all or part of its obligations. None of the quota share insurers has a duty to pay before any of the other quota share insurers. **Claim expenses** are part of and not in addition to the Limits of Liability.

Provided that:

1. The collective liability of the insurers shall not exceed the Aggregate Policy Limit of Liability as specified in Item 4. of the Declarations.
2. The Limit of Liability of each of the insurers individually shall be limited to the pro rata percentage of liability set opposite its name.

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

REPUTATION REPAIR ENDORSEMENT

Form Number	CYGBP-00EN-000004-0622-01
Effective Date of Endorsement	15 February 2024
Named Insured	Bodmin Town Council
Policy Number	C-50PT-149733-CYBER-2024
Issued by (Name of Insurance Company)	Allianz Global Corporate & Specialty SE, Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010161SS24)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. The definition of "**Crisis management costs**" under Section IX, DEFINITIONS is deleted and replaced with the following:

CRISIS MANAGEMENT COSTS	<p>Means the following reasonable fees or expenses agreed to in advance by us, in our discretion (such agreement not to be unreasonably withheld) to mitigate harm to your reputation or to a covered damages, loss, claim expenses, breach response costs, or breach response services due to a public relations event:</p> <ol style="list-style-type: none">1. a public relations or crisis management consultant;2. media purchasing or for printing or mailing materials intended to inform the general public about the public relations event;3. providing notifications to individuals where such notifications are not required by breach notice law, including notices to your non-affected customers, employees, or clients; and4. other costs approved in advance by us; <p>Provided that any crisis management costs to mitigate harm to your reputation must be incurred within twelve months after the first publication of such public relations event.</p>
--------------------------------	---

All other terms and conditions of this Policy remain unchanged.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

UK – WAR EXCLUSION – AMENDED V2

Form Number	CYGBP-00EN-000070-1223-01
Effective Date of Endorsement	15 February 2024
Named Insured	Bodmin Town Council
Policy Number	C-50PT-149733-CYBER-2024
Issued by (Name of Insurance Company)	Allianz Global Corporate & Specialty SE, Certain Underwriters at Lloyd's, London (under Binding Authority UMR: B174010161SS24)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COALITION CYBER AND TECHNOLOGY POLICY 3.0

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

1. Section III, EXCLUSIONS - WHAT IS NOT COVERED, Paragraph W. WAR AND TERRORISM is deleted and replaced with the following exclusion:

W. WAR - AMENDED	<ol style="list-style-type: none">1. war;2. a cyber operation that is carried out as part of a war; or3. a cyber operation that causes a sovereign state to become an impacted state. <p>Provided, however, item three (3) above shall not apply to the direct or indirect effect of a cyber operation on a computer system used by the insured or its third party service providers that is not physically located in an impacted state but is affected by a cyber operation.</p>
------------------	--

2. For the purposes of applying this exclusion, the following definitions apply:

Computer system	means any computers and related peripheral components (including Internet of Things (IoT) devices), systems and applications software, terminal devices, related communications networks, mobile devices (handheld and other wireless computing devices), and storage and back-up devices.
Cyber operation	means the use of a computer system by, at the direction of, or under the control of a sovereign state to disrupt, deny, degrade, manipulate or destroy information in a computer system of or in another sovereign state.
Essential service	Means a service that is essential for the maintenance of vital functions of a sovereign state including but not limited to financial institutions and associated financial market infrastructure, health services or utility services.

Impacted state	means a sovereign state where a cyber operation has had a major detrimental impact on: <ol style="list-style-type: none">1. the functioning of that sovereign state due to disruption to the availability, integrity or delivery of an essential service in that sovereign state; and/or2. the security or defence of that sovereign state.
War	means the use of physical force by a sovereign state against another sovereign state, or as part of a civil war, rebellion, revolution, insurrection, or military or usurped power, whether war be declared or not.

3. Attribution of a **cyber operation** to a sovereign state:

Notwithstanding **our** burden of proof, which shall remain unchanged by this clause, in determining attribution of a **cyber operation** to a sovereign state, the **insured** and **us** will consider such objectively reasonable evidence that is available to them. This may include formal or official attribution by the government of the sovereign state in which the **computer system** affected by the **cyber operation** is physically located to another sovereign state or those acting at its direction or under its control.

This exclusion applies notwithstanding any provision to the contrary in this Policy or any endorsement added thereto.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.