

Policy Number: 8098261

INSURANCE DETAILS

Period of insurance Date issued to insured

Underwritten by Payment method From 06 May 2021 to 05 May 2022 Both days inclusive

06 April 2021

Hiscox Underwriting Ltd on behalf of the insurers listed for each section of the policy

Payment by Broker's Account

INSURED DETAILS

Insured Charminster Close Freehold Ltd

Address 15 Windsor Road

Swindon Wiltshire SN3 1JP United Kingdom There are no Additional Insureds on this policy

Additional insureds

Business description

General terms and conditions

wording

15661 WD-PIP-UK-GTCA(2)

The General terms and conditions apply to this policy in conjunction with the specific

wording detailed in each section below

PREMIUM DETAILS

Annual premium: £71.85 Annual tax: £8.62 Total: £80.47









Policy Number: 8098261

DIRECTORS & OFFICERS LIABILITY

Section wording 17403 WD-HSP-UK-MPMLP-DO(2)
Insurer Hiscox Insurance Company Limited

Policy limit £500,000

Limit applies to each and every claim, loss or investigation, including all costs

Geographical limits Worldwide excluding USA / Canada

Applicable courts Worldwide excluding claims brought in USA / Canada

Special limits (included within the overall limit above)

Bail costs £250,000 or 10% of the total limit for this section, whichever is less

Additional cover (in addition to the overall limit above)

Additional defence costs

As per Directors & Officers Limit of Indemnity (maximum of £250,000) in aggregate

during any one period of insurance

Endorsements

CRISIS CONTAINMENT

Section wording 17403 WD-HSP-UK-MPMLP-DO(2) **Insurer** Hiscox Insurance Company Limited

Limit of indemnity £100,000

Limit applies to Per crisis and in the aggregate

Geographical limits The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the

Channel Islands

Endorsements

9003.0 Crisis containment provider

Policy endorsements

The General Terms of this policy and the terms, conditions and exclusions of the relevant sections all apply to this endorsement except as modified below:

Directors & officers liability Clauses in Full

Clause <u>Amendment of cover: cyber claims</u>

The following are added to **Special definitions for this section**:

Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, designed to disrupt access to, the operation of or cause damage to any data or **computer or digital technology**, including but not limited to any:

Policy Number: 8098261

- programs designed to damage, disrupt, extract data from, or gain unauthorised access to computer or digital technology including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- 2. denial of service attack or distributed denial of service attack.

Data subject

Any natural person who is the subject of personal data.

Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- 1. computer or digital technology; or
- 2. data held electronically by you or on your behalf.

Personal data

Any information about an individually identifiable natural person, including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.

Social engineering communication

Any request directed to **you** or someone on **your** behalf by a person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

Unintentional error

Any error or omission by anyone that was not intentional or deliberate.

The following is added to What is covered:

Cyber incidents

We will pay on behalf of any insured person the loss arising from a claim against any insured person for any wrongful act within the geographical limits, where the claim arises from the management of, or response to, any cyber attack or other cyber-related incident or event.

The following is added to What is covered, Additional cover:

Loss of data resulting from a cyber incident

We will pay onbehalf of any insured person the loss arising from a claim against that insured person,including any claim by any data subjects relating to personal data, where any such claim is based upon, attributable to or arising from any loss or misuse of data as a direct result of a cyber attack, a hacker or that insured person's own unintentional error. We will not cover defence costs in relation to such claims.

Policy Number: 8098261

The following is added to What is not covered:

We will not make any payment for any **claim**, **loss**, **investigation** based upon, attributable to or arising out of any:

- a. cyber attack;
- b. hacker;
- unintentional computer error in or affecting any computer or digital technology;
- d. social engineering communication; or
- claims by any data subjects relating to personal data arising from a. to d. above.

This exclusion does not apply to any claim:

- covered under What is covered, Additional covers, Loss of data resulting from a cyber incident; or
- brought by you, any shareholder or creditor of yours or any insured person, directly due to the insured person's management of or response to a. to d. above.

Where a **claim** is covered under i. and ii. above, **we** will treat the **claim** as covered under i. **We** will not cover **defence costs** in relation to such **claims**.

The following is added to How much we will pay, Special limits:

The most **we** will pay under **What is covered**, **Additional covers**, Loss of data resulting from a cyber incident, is £250,000 for the total of all such **claims** and **losses**, including **defence costs**, regardless of the number of **claims** or **losses**.

Amendment of cover: breach of professional duty

What is not covered 9. Breach of professional duty, is amended to read as follows:

Breach of duty to customers

- 9. where any claim is brought by your client or customer and which arises directly out of any breach of duty by any person in the provision of products or services to that client or customer. This exclusion does not apply to:
 - a. legal representation costs or any insurable civil fines or penalties associated with an investigation resulting from the claim;
 - b. any health and safety/manslaughter claim; or
 - c. a claim by any of your shareholders including any shareholder derivative proceedings in your name without your or any insured person's voluntary solicitation, assistance or participation arising from any actual or alleged failure to supervise the performance of any professional services.

Policy Number: 8098261

Crisis containment Clauses in Full

Clause 9003.0

Crisis line contact number (24 hours): +44(0)800 8402783 / +44(0)1206

711796

Crisis containment provider: Hill & Knowlton

This contact number will go through to **us** during **working hours**, and will go directly to Hill & Knowlton outside of these hours.

If you first become aware of a **crisis** outside of **working hours**, you must notify **us** of the **crisis** as soon as possible within **working hours** by telephoning +44(0)800 8402783 or +44(0)1206 711796.

Clauses- applicable to the whole policy

Clause 603.0

Commercial assistance & legal advice helpline

Your Hiscox policy gives you access to a general business advice line.

For advice on employment, prosecutions, health and safety, sex discrimination, tax and European law call **44** (0)870 050 3030.

Clause

Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at dataprotectionofficer@hiscox.com

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at www.hiscox.co.uk/cookies-privacy.

INFORMATION ABOUT US

This policy is underwritten by Hiscox Underwriting Limited on behalf of the insurers listed below.

Name Hiscox Underwriting Limited

Registered address 1 Great St. Helens

London EC3A 6HX United Kingdom

Policy Number: 8098261

Company registration Registered in England number 02372789

Status Authorised and regulated by the Financial Conduct Authority

Insurers

These insurers provide cover as specified in each section of the schedule.

Name Hiscox Insurance Company Limited

Registered address 1 Great St. Helens

London EC3A 6HX United Kingdom

Company registration Registered in England number 00070234

Status Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct

Authority and Prudential Regulation Authority

Complaints procedure

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service. If you have any concerns about your policy or the handling of a claim you should, in the first instance, contact Hiscox Customer Relations either in writing at:

Hiscox Customer Relations Hiscox House Sheepen Place Colchester, CO3 3XL

or by telephone on 01206 773 705 or by email at customer.relations@hiscox.com.

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service or your local Ombudsman. Further details will be provided at the appropriate stage of the complaints process. This complaint procedure is without prejudice to your right to take legal proceedings.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from the scheme. Full details are available at www.fscs.org.uk.