Lloyd's Cyber Insurance

Insurance Product Information Document

This insurance is underwritten by certain underwriters at Lloyd's and has been arranged and has been administered by Optimum Speciality Risk ("OSR"). OSR is a trading name of Independent Broking Solutions Limited which is authorised and regulated by the Financial Conduct Authority with number 312026. Registered address: Unit 2 Kildegaard Business Park, Easthorpe, Road, Easthorpe, Colchester, Essex CO5 9HE. Registered in England No. 616849.

This document provides a summary of the cover, exclusions and restrictions. The full terms and conditions of this insurance can be found in the policy document which is available on request from your insurance intermediary.

What is this type of insurance?

Cyber insurance for individuals, providing expert assistance following a cyber-attack. The policy also provides cover for your liabilities from your digital activities, digital theft and if you are the recipient of malicious communication or content. You have direct access to a helpline in the event of an incident. The helpline available 8am – 8pm Monday to Friday and 8am to 2pm Saturday.

What is insured?

✓ Cyber-attack or threat
- Expert assistance in restoring your digital data, devices, restoring loss access and delaying with extortion threat
- The cost of restoring your digital data, devices, restoring loss access
- The cost of paying an extortion threat

✓ Suspected or actual cyber-attack
- Expert investigation to identity, remove and terminate any security breach
- The cost of investigation, removal and termination of any security breach

✓ Digital Liability
- Provide legal assistance to family members under 18 for civil liability or school disciplinary actions due to their publication of malicious content &/or malicious communication they have engaged in
- Provide legal assistance to you for civil liability brought against you for the transmission of malicious code from you to a third party
- Provide legal assistance following a privacy breach
- The fees, costs, expenses and settlements of claims in relation to the above.

✓ Digital Theft Protection
- Expert assistance in recovering funds you have been fraudulently instructed to transfer via telephone or digital communication
- Expert assistance in recovering funds that have loss through unauthorised online access to your bank account.
- The fees, costs and expenses in assisting you in recovering lost funds
- Reimbursement of the loss funds
- The fees, costs and expenses in assisting you in recovering compromised identity documents
- The fees, costs and expenses in assisting you proving

What is not insured?

× Any bodily injury or physical damage. Note that data is not considered to be physical property.

× Any claim or losses of cryptocurrency or electric/digital tokens, vouchers or points.

× Any claim for devices under warranty

× Any claim for devices over 10 years old

× Wear and tear of devices.

× Any claim or losses caused by the use of illegal, unlicensed or unsupported software

× Any claim or losses caused by the impairment, interruption or failure of supply of any utility, telecommunications provider, internet service provider or third-party cloud computing service

× Any claim or losses caused by physical hazards

× Any claim or losses arising from your business or trade

× Any claims or losses about which you were aware but did not tell us before incepting the policy

× Any claims or losses in excess of the limit of indemnity as detailed in the policy schedule

that your identity has been fraudulently used in obtain financial products ✓ Receipt of malicious communications - Provide legal assistance to stop the communications and pursue damages against the sender - 10 hours of counselling to cope with mental anguish &/or emotional distress ✓ Malicious content - Expert assistance in removing malicious content that been published online - The fees, costs and expenses in having the content removed and to pursue damages	

Are there any restrictions on cover?

! You are responsible for the excess amount as shown on your policy documents.

! Endorsements may apply to your policy. These will be shown in your policy documents.

Where am I covered?

✓ Within the United Kingdom, Jersey and Isle of Man

What are my obligations?

- At the beginning of the period of insurance or when making changes to your policy, you must give complete and accurate answers to any questions you are asked relating to the insurance.
- You must tell Optimum Speciality Risks as soon as practicable if you become aware of any inaccuracies or changes in the information you have provided to us, whether happening before or during the period of insurance.
- You must register your details with our incident response provider within 30 days of the policy inception and ensure the details provided are keep up to date.
- In the event of a suspected loss or claim you must contact the helpline number given in your policy as soon as practicable and this should not exceed 30 days from your first knowledge of the loss.
- You must not admit any liability or enter into any settlements without our prior written consent.
- You must co-operate with us, and any vendor that we may appoint.
- 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 insurance intermediary will advise you of the full details of when and the options by which you can pay.

When does the cover start and end?

– Your period of insurance is given in the policy document and is usually (but not always) of 12 months duration.

How do I cancel the contract?

- You can cancel his policy within 14 days of purchase or renewal (or on the day you receive the policy documents, if that is later) by providing instructions to your insurance intermediary. We will refund any money paid, as long as no claims have been made on the policy during that time.

  You can cancel the policy after 14 days of purchase or renewal (or on the day you receive the policy documents, if that is later) by providing instructions to your insurance intermediary. You will be entitled to a pro rata return premium, no return on the policy fee will be granted, providing no claims have been made. If a claim has been made you will not be due any return premium.

  We may cancel this policy due to for non-payment of the premium, or any other valid reason, upon expiry of a period of notice of not less than 14 days.

OSR: Home Cyber Plus Insurance

Policy Wording

Protection for your digital funds, assets, identity and online wellbeing

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INSURING AGREEMENTS OF THIS POLICY ARE WRITTEN ON A CLAIMS MADE AND REPORTED BASIS. THIS POLICY COVERS ONLY LOSSES FIRST DISCOVERED DURING THE POLICY PERIOD AND UP TO 30 DAYS AFTER THE END OF THE POLICY PERIOD. ALL LOSSES ARE SUBJECT TO THE APPLICABLE LIMITS OF LIABILITY AND THE APPLICABLE EXCESS(ES) AS STATED IN THE SCHEDULE. THE POLICY LIMIT AND INSURING AGREEMENT LIMITS ARE INCLUSIVE OF ALL COSTS, EXPENSES AND ANY OTHER AMOUNTS COVERED BY THIS POLICY EXCEPT AS OTHERWISE MIGHT BE PROVIDED WITHIN ANY ATTACHED ENDORSEMENTS.

THE SCHEDULE IS CONSIDERED TO BE PART OF THE POLICY AND IS INCORPORATED HEREIN.

TERMS THAT APPEAR IN BOLD FACE ARE DEFINED TERMS IN THIS POLICY AND HAVE SPECIAL MEANING, PLEASE REFER TO SECTION 2. DEFINITIONS. THIS POLICY SHOULD BE REVIEWED CAREFULLY AND DISCUSSED WITH YOUR AGENT OR BROKER TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

How to claim

If **you** need to make a claim or require assistance from a representative in respect of a cyber incident, please call the below telephone number or email this address as soon as possible. Our representatives are available from 8am to 8pm Monday to Friday and 8am to 2pm Saturday

If **you** require assistance outside of these hours, please email us using the email address below and one of our representatives will be in touch with **you** as quickly as possible.

Our representatives will provide **you** with assistance and recommend the next steps that **you** should take. When **you** contact our representatives, **you** should quote the reference at the top of the schedule attached to this policy. This will enable the representatives to assist **you** as quickly as possible.

Please note that the representative may require access to **your** computer system in order to assist **you** with resolution of the issue.

Each of **your** devices should be registered with our representatives at the start of the **policy period**.

HELPLINE: 0808 169 7074
OSR@dynarisk.com

01 Cover

In consideration of the payment of the premium and in reliance upon the statements made and information provided to us in the application and subject to all the provisions, terms and conditions of this Policy we agree to cover the **policyholder** as follows:

A. Digital Asset Protection

1. Digital Data Assets

We will cover **you** for **digital data restoration**.

2. Physical Assets

We will cover **you** for **digital device replacement**.

3. Loss of Access

We will cover **you** for **digital loss of access costs**.

4. Online Extortion

We will cover **you** for **online extortion costs**.

B. Digital Investigation

1. Digital Investigation

We will cover **you** for **digital investigation costs**.

C. Digital Liability

1. Malicious Communications

We will cover **you** for **malicious communications liability**.

2. Malicious Content

We will cover **you** for **malicious content liability**.

3. Malicious Code

We will cover **you** for **malicious code liability**.

4. Privacy Breach

We will cover **you** for **privacy breach liability**.

D. Digital Theft Protection

1. Digital Deception

We will cover **you** for **digital deception loss**.

2. Digital Theft

We will cover **you** for **digital theft loss**.

3. Identity Recovery

We will cover **you** for **identity recovery**.

E. Digital Wellbeing

1. Malicious Communications

We will cover **you** for **malicious communications harm**.

2. Malicious Content

We will cover **you** for **malicious content removal**.

02 Definitions

Application

Means all application forms, supplemental application forms, questions or question sets, any attachments thereto and all other materials submitted to **us** by **you** or on **your** behalf in connection with the underwriting of this Policy, any endorsement thereto or a policy for which this Policy is a renewal or replacement.

Data assets

Means any non-physical, machine readable information in digital form, including software.

Device

Any hardware unit located at **your** address that is capable of connecting to the internet. This does not include

a. any fridge/freezer, baby monitor, central heating, boiler or other household device which is controlled via an internet connection;

b. any car, motorbike, van, motorhome, or any other form of automotive transport.

Digital data restoration

Means the reasonable fees, costs, and expenses incurred only with **our vendor** for the recovery, restoration or replacement of **your data assets** to the same standard as previously existed that has been corrupted, erased, encrypted, damaged or destroyed following a **security breach** that first occurs during the **policy period**.

Digital deception loss

means where during the **policy period you** have been fraudulently instructed either by telephone or by any digital communication to transfer funds:

a. in payment for goods or services that **you** have legitimately purchased to an account that is being used for criminal purposes by a **third party** that is impersonating the seller of those goods or services;

b. to an account that is being used for criminal purposes as advance for payment of goods or services that you subsequently discover do not exist, were not owned by or were never intended to be provided by the **third party** seller;

then we will pay:

a. the reasonable fees, costs and expenses incurred only with **our vendor** in assisting **you** in recovery of **your** funds:
   i. from the account into which they have been deposited;
   ii. as a reimbursement from the bank (or other financial institution) that holds the account from which the funds were transferred.
b. If all reasonable efforts to recover the funds have been exhausted, then **we** will pay **you** the amount that has not been recovered up to the cover limit.

Digital device replacement

Means the replacement cost of any **device** owned by **you** that was connected to the internet and has been corrupted, erased, encrypted, damaged, or destroyed following a **security breach** that first occurs during the **policy period**. Replacement cost is the expected amount that the item could have been reasonably replaced for immediately prior to the **security breach**.

Digital investigation costs

Means the reasonable fees costs and expenses incurred with **our vendor** to confirm the existence or absence of a suspected **security breach**, to determine the cause of the **security breach**, determine the extent of a **security breach** and to take necessary actions to remove any **malicious code** and terminate any ongoing **security breach**.

Digital theft loss

Means following the unauthorised online access to **your** bank account or **your** account with another financial institution that first occurs during the **policy period** an unauthorised **third party** criminally transfers funds without your permission to their account, then we will pay:

a. the reasonable fees, costs and expenses incurred only with **our vendor** in assisting **you** in the recovery of **your** funds:
   i. from the account into which they have been deposited
   ii. as a reimbursement from the bank (or other financial institution) that holds the account from which the funds were transferred.
b. If all reasonable efforts to recover the funds have been exhausted, then **we** will pay **you** the amount that has not been recovered.

Excess

Means the amount of any **loss** that is payable by you and shown as **Excess in** the Schedule before we have any obligation to provide cover under this policy.

Identity recovery

Means the reasonable fees, costs and expenses incurred only with **our vendor** to assist you in:

a. Identifying and where necessary, replacing compromised identity documents;

b. Providing proof to a legal entity that your identity has been fraudulently used to procure goods or services on credit or to open up depository or loan accounts including applications for credit cards.

Loss

Means:

a. **digital data restoration**.

b. **digital device replacement**.

c. **digital loss of access costs**.

d. **online extortion costs**.

e. **digital investigation costs**.

f. **malicious communications liability**.

g. **malicious content liability**.

Loss of digital access costs

Means the reasonable fees, costs, and expenses incurred only with **our vendor** to restore access to any digital account that has been hijacked by an unauthorised **third party** first occurring during the **policy period** and where that **third party** now has total control over access to that account.

Malicious code

Means a virus, Trojan horse, worm, spyware, logic bomb, or any other executable program that is intentionally designed to cause harm.

Malicious code liability

The reasonable fees, costs and expenses incurred with **our vendor** and to provide a defence to a civil claim brought against **you** arising from **your** transmission of **malicious code** from a **device** owned by **you** to a **third party** and any damages awarded against **you** or made in settlement of the claim.

Malicious Communications

A series (more than two) of communications sent by electronic means including but not limited to email, text or social media that are intended by the sender to intimidate the recipient, embarrass the recipient or cause the recipient emotional distress or mental anguish.

Malicious Communications Harm

Means if diagnosed by **your** GP or that of a qualified psychologist **you** have suffered emotional distress injury or mental anguish as a result of **malicious communications**, then we will pay for:

a. Up to 10 hours of counselling with a qualified professional that is registered with the British Association for Counselling and Psychotherapy and approved by **us**.

b. The reasonable fees costs and expenses incurred with **our vendor** to provide **you** with legal assistance to stop future **malicious communications** being sent and to pursue a claim against the sender for damages where **our vendor** believes that such a claim is warranted and likely to succeed.

Malicious Communications liability

Means the reasonable fees, costs and expenses incurred with **our vendor** to:

a. Provide a household member that is aged 18 or under with legal assistance and representation during any school disciplinary process brought against the household member due to **malicious communications**.

b. Provide a defence to a civil liability claim brought against a household member that is aged 18 or under due to **malicious communications** sent by the household member and any damages awarded against **you** or made in settlement of the claim.

Malicious Content

Electronic media containing pictures, video or audio that is defamatory or that is likely to cause the subjected individual embarrassment, reputational harm, emotional distress or mental anguish.

Malicious Content Liability

Means the reasonable fees, costs and expenses incurred with **our vendor** to:

a. Provide a household member that is aged 18 or under with legal assistance and representation during any school disciplinary process brought against the household member due their publication of **malicious content**.

b. Provide a defence to a civil liability claim brought against a household member that is aged 18 or under due to their publication of **malicious content** and any damages awarded against you or made in settlement of the claim.

Malicious Content Removal

Means the reasonable fees, costs and expenses incurred with **our vendor** to:

a. remove **malicious content** that has been digitally published on any website or social media.

b. pursue a claim for damages against the publisher of **malicious content** where **our vendor** believes that such a claim is warranted and likely to succeed.

Online Extortion Costs

Means a demand for money by a **third party** and the reasonable fees, costs, and expenses incurred only with **our vendor** to terminate a threat first made during the **policy period** to:

a. Publish **your data assets** that have been stolen from **you** as a result of a **security breach** or any media file acquired without your authorisation including video, audio or picture that would cause reputational harm or embarrassment;

b. To corrupt, erase, encrypt, damage, or destroy **your data assets** following a **security breach**;

c. Not provide you with decryption keys to enable your data assets to be decrypted following a **security breach**.

but only when accompanied by a demand for payment in return for not carrying out the threatened action. We will only pay extortion costs where it is legally permissible for us to do so.

Policyholder

Means the person named as such on the Schedule.

Policy Period

Means the period of time shown under **Policy Period** in the Schedule.

Privacy Breach Liability

Means the reasonable fees, costs and expenses incurred with **our vendor** to:

a. Assist with the notification of any data subjects following a **privacy breach**.

b. Assist with any requirement to notify the Data Commissioners Office and provide legal representation during any regulatory investigation.

c. The reasonable fees, costs and expenses incurred with **our vendor** to provide a defence to a civil claim brought against **you** arising from a **privacy breach** and any damages awarded against **you** or made in settlement of the claim.

Privacy Breach

Means any access to or acquisition of personally identifiable information by an unauthorised third party as a result of a security breach.

Security Breach

Means unauthorised access by a **third party** to or use by a **third party** of **your devices** or **your data assets** that are stored on your devices by a **third party**, including where access has been gained by using stolen authorised user credentials.

Third Party

Means any person, company or other entity that is not **you**.

You/Your/Household

Means:

i. the **policyholder**;

ii. the **policyholder's** spouse or partner;

iii. the children of the **policyholder** or the **policyholder's** spouse or partner;

iv. the **policyholders'** parents or the parents of the **policyholder's** spouse or partner;

v. occupants who are normally resident at the **policyholder's** insured address

but only where their permanent place of residence is at the **policyholder's** address or they are a registered student at a university or college and live both at the named insured's address and at another location.

Vendor

Means any person, professional or company appointed by us to deliver an expert service to **you**.

a. **malicious code liability**.

b. **privacy breach liability**.

c. **digital deception loss**.

d. **digital theft loss**.

e. **identity recovery**.

f. **malicious communications harm**.

g. **malicious content removal**.

We/Us/Our

Means the underwriters named as **The Insurer** in the Schedule.

03 Exclusions

This Policy does not apply and **we** shall have no liability or obligation for any **loss** or for the payment of any amounts arising out of, resulting from or attributable to:

Bodily Injury

Any actual or alleged physical injury, sickness, disease, death, mental anguish, mental injury, shock, humiliation or emotional distress sustained by any person. However, this exclusion does not apply to the actual or alleged unintentional infliction of emotional distress or mental anguish arising out of **malicious communications liability, malicious content liability, privacy breach liability, malicious communications harm, malicious content removal.**

Business Losses

i. Any activities carried out by **you** in connection with a business, **your** trade or profession;

ii. Any **devices** utilised primarily for a business, **your** trade or profession.

Computer Malfunction

Any loss arising from the malfunction of your computer systems or devices which does not result from one of the incidents described in Section 01 Cover.

Cryptocurrency and Tokens

The loss of any cryptocurrency, air miles, reward points, vouchers, gaming currencies or other form of electronic token.

Devices more than ten (10) years old

No claims will be paid in respect of **devices** which are more than ten (10) years old.

Devices Under Warranty

A **device** that is under a valid warranty or another specific insurance unless **you** have first made a claim under that warranty or insurance and after all reasonable efforts have been made, the claim has been rejected by the warranty provider or insurer.

Devices which did not function prior to occurrence of incident resulting in claim

No claims will be paid in respect of devices which were not usable prior to the occurrence of the incident which resulted in the claim.

Dishonest Acts

a. Malicious, wilful, deliberate, fraudulent, dishonest, or criminal conduct by **you**;

b. Any malicious, fraudulent, dishonest, or criminal conduct carried out by a third party in collusion with **you**.

Expenses incurred after a Final Judgment

Expenses incurred after there is a final judgment or arbitrator's decision which finds that **you** were not entitled to coverage under this policy or where **you** have admitted that you were not entitled to coverage under this policy. In such circumstances, **you** shall reimburse us for any expenses which have been paid under the policy.

Illegal and Unlicensed Software

a. The illegal use of unlicensed software that is in violation of the provisions or laws relating to software protection.

b. The use of any operating system that is no longer supported by the original manufacturer.

Physical Hazards

i. Fire, smoke, explosion, lightning, wind, water, hail, flood, tidal wave, earthquake, landslide, volcanic eruption or any other physical, natural weather or seismic event, howsoever caused.

Prior Losses

i. Any **loss** first occurring prior to inception of the **policy period**.

ii. Any **loss** or other matter that has been notified to any insurer of any other insurance policy in force prior to the inception date of this **policy period**.

Property Damage

i. Any physical injury to, or destruction of tangible property including the loss of use thereof.

ii. Theft of funds resulting from physical theft or loss of payment cards.

However, this exclusion does not apply to **digital device replacement**.

Radioactive contamination, chemical, biological, bio-chemical and electromagnetic weapons

i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;

iii. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;

iv. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

v. any chemical, biological, bio-chemical, or electromagnetic weapon.

Third Party Infrastructure

i. The failure of, impairment to, or interruption in supply from any utility including gas, water or electricity;

ii. The failure of, impairment to or interruption in service from any telecommunication provider or internet service provider;

iii. The failure of, impairment to or interruption in service of any third-party cloud computing service including software as a service, platform as a service, infrastructure as a service.

War

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, insurrection, rebellion, revolution, mutiny, military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any public authority or government de jure or de facto, martial law, riots, strikes, civil commotion.

Wear and Tear

The wear and tear or gradual deterioration of **your devices** or **your data assets** as well as any amounts incurred for the improvement or betterment of **your computer system** or **data assets**.

04 Claims Conditions

Assistance and Cooperation

i. **You** must cooperate with **us** and **our vendor** in all investigations and provide all information that is requested to assess **your** claim.
ii. **You** must provide **us** and **our vendor** with the details of any other insurance or warranty that **you** hold that may also provide cover for the **loss** that you are claiming.
iii. **You** must assist and cooperate with **us** in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any third party who may be liable to **you** with respect to a **loss** that is covered under this Policy.
iv. **You** will not admit liability, make any payment, assume any obligation, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any claim or regulatory action against **you** without **our** prior written consent.

Notice of claims and loss events

Any **loss** must be notified to **us** as soon as practicable once the **loss** is known to **you** and in no event should this exceed 30 days from **your** first knowledge of the **loss**. Notice can be provided to **us** up to 30 days after the end of the **policy period** for losses or potential **losses** first discovered by **you** during the last 30 days of the **policy period**.

Recovery of amounts paid

You will repay us any amounts paid to **you**, under this policy if it can be proven there is no coverage under this policy, or **you** subsequently recover amounts from **your** bank or any other entity.

05 General Conditions

Cancellation

We may cancel this Policy for non-payment of premium or any other valid reason by providing 14 days' notice in writing to the **Policyholder** at the address shown as Insured Address in the Schedule stating when such cancellation shall be effective.

If the **Policyholder** decides that this policy does not meet **your** needs, then please return all **your** documents within 14 days of receiving them to the insurance intermediary that sold the policy. We will return any premium paid in full as long as no claims have been made on the policy during that time.

Following the 14-day cooling off period the **Policyholder** may cancel this policy at any time by providing instructions to the insurance intermediary that sold the policy. Providing that no claims have been made, then **you** will be entitled to a pro rata premium refund for the unexpired potion of the **policy period**.

If a claim has been made, then **you** will not be entitled to a refund of any premium.

Consumer Insurance (Disclosure and Representations) Act 2012

The Consumer Insurance (disclosure and presentations) Act 2012 sets out situations where failure by a **policyholder** to provide complete and accurate information requested by an Insurer allows the Insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 and any amending and/or subsequent legislation to enforce any term of this contract but this does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

Cover Limit

The Policy **Cover Limit** is stated in the Schedule is the total **Cover Limit** and the maximum that **we** will pay for all **loss** or any other amounts, regardless of the number of claims made by **you**.

The **Cover Limit** stated under Cover details in the Schedule for any Insuring Agreement, is the total **Cover Limit** and the maximum that **we** will pay for anyone **loss** or any other amounts under that Insuring Agreement.

Entire agreement

By acceptance of this Policy, **you** agree that this Policy embodies all agreements between **you** and **us** relating to this insurance. Notice to any agent, or knowledge possessed by any agent, or by any other person, will not affect a waiver or a change in any part of this Policy or stop **us** from asserting any right under the terms of this insurance; nor shall the terms of this insurance be waived or changed, except by endorsement issued to form a part of this Policy signed by **us**.

Excess

i. **Your** satisfaction of the **excess** is a condition precedent to **our** payment of any amounts covered under this Policy. **We** shall only be liable for covered amounts in **excess** of the applicable **excess**, but not exceeding the **Cover Limit** as stated in the Schedule. **You** must make payments within the **excess** to appropriate parties designated by **us**.

ii. The applicable **excess** for each Insuring Agreement or Insuring Clause as stated as **Excess** in the Schedule applies separately to each claim, each regulatory action or to each **loss** event. If a claim or a **loss** event attaches to more than one Insuring Clause, then the maximum amount that **you** will be required to pay will not exceed the highest applicable **excess**. The **excess** must be satisfied by **your** actual payment of damages, claims costs, **loss** or any other amount covered by this Policy.

iii. **We** have the right, but not the obligation, at **our** option to pay any part or all of the **excess** amounts to effect settlement of a claim or regulatory action and **you** shall promptly reimburse **us** for such part of the **excess** amount which **we** have paid.

Governing Law and Jurisdiction

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained in this Policy is understood and agreed to be subject to the law of England and Wales except where the **policyholder's** address is in another part of the United Kingdom, in which case the law of that part of the United Kingdom applies. Both Parties agree to submit to the exclusive jurisdiction of any court within that territory.

Headings

The titles of paragraphs, sections, provisions or endorsements of or to this Policy are intended solely for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate and are not part of this Policy.

Policyholderas Agent

The **policyholder** is considered **your** agent and will act on **your** behalf for the purpose of receiving or providing notices under this Policy, the acceptance of any endorsement to this Policy, the payment of premiums or excesses and receipt of any return premiums that may be due. By acceptance of this Policy, **you** agree that the **policyholder** is instructed to act as **your** agent as stated in this paragraph.

Other Insurance

The insurance under this Policy will apply in **excess** of any other valid and collectible insurance available to **you**, including any self-insured **excess** or deductible portion thereof.

Registration with Dynarisk

You must register **your devices** with Dynarisk at the start of the **policy period**. **You** should update Dynarisk if any of **your devices** change during the **Policy Period**. **You** can register a maximum of 10 **devices**.

Related Losses

All **losses** that arise out of a single event will be considered a single claim. All such claims shall be deemed to have been made at the date on which the first such claim was made.

Sanctions

We shall not be deemed to provide cover and **we** shall not be liable to make any payment or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim 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.

Singular words/Capitalised Words

i. Whenever the singular form of a word is used, the same shall include the plural when required by context.

ii. Words used herein have the same meaning whether they are capitalised or not.

Statutes and Legislation

All references to any legislation, statute or statutory provision shall include references to any legislation, statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and other subordinate legislation made under the relevant statute or statutory provision.

Subrogation

If payment is made under this Policy and there is available to **us** any of **your** rights of recovery against a **third party**, then **we** will maintain all such rights of recovery. **You** will execute and deliver instruments and papers and do whatever else is necessary to secure such rights. **You** will do nothing after the **loss** to prejudice such rights. Any recoveries will be applied first to subrogation expenses, second to **loss** and any other amounts paid by **us**, and lastly to the **excess**. Any additional amounts recovered will be paid to the **policyholder**.

06 Policy Endorsements

(applicable to all policyholders)

Sanction Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition, under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

LMA3100

15/09/10

Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause

This Certificate does not cover

a. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

b. Any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from

i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

NMA1622

Biological or Chemical Materials Exclusion

It is agreed that this Insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.

NMA2962

06/02/03

War and Civil War Exclusions Clause

Notwithstanding anything to the contrary contained herein this Certificate does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

NMA464

01/01/38

Several Liability Notice Insurance

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

LSW1001

15/09/10

Data Privacy Notice

Your information has been, or will be, collected or received by Optimum Speciality Risks. **We** will manage personal data in accordance with data protection law and data protection principles. **We** require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details. The full Data Privacy Notice can be found on www.optimumsr.co.uk. A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email Jonathan.Sprules@isgrp.co.uk or at the below address:

Data Protection Officer

Suite 610

150 Minories

London

EC3M 1LS

Complaints Procedure

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 questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **us** or **your** broker where applicable. In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights.

Our contact details are:

Post: Complaints Department
Canopius
22 Bishopsgate
London

Email: complaintsinbox@canopius.com

If your complaint cannot be resolved by the Complaints Department within two weeks, or if you have not received a response within two weeks you are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of your complaint and provide you with a written final response.

Lloyd's contact details are:

Post: Complaints
Lloyd's, Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN

Telephone: +44 (0) 20 7327 5693

Fax: +44 (0) 20 7327 5225

Email: complaints@lloyds.com

Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, or if you have not received a written final response within eight weeks from the date we received your complaint, you may be entitled to refer your complaint to the Financial Ombudsman Service who will independently consider your complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Telephone: 0800 0234567

From a mobile: 0300 1239123

From outside of the UK: +44 (0) 20 7964 0500

Fax: +44 (0)20 7964 1001

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

Website: www.financial-ombudsman.org.uk

Alternatively, if you have bought a product or service online you may have the right to register your complaint with the European Commission's online dispute resolution (ODR) platform. The ODR platform will redirect your complaint to the appropriate alternative dispute resolution body. For further details visit http://ec.europa.eu/odr

Please note:

You must refer your complaint to the Financial Ombudsman Service within six months of the date of our final response

The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees



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E: homesupport@optimumsr.co.uk
W: www.optimumsr.co.uk
150 Minories, London, EC3N 1LS