

East Wittering & Bracklesham Parish Council

General Risk Assessment

Date of Last Review:

13/06/2019

Risk Scores	Low	Med	High
Likelihood	1	2	3
Harm	1	2	3



Total Risk score = Likelihood x Harm. Acceptable risk is a score of 5 or less after mitigation measures.

Financial and General Management									
Topic	Identified Risk	Before Control Measures			Mitigation/Control Measures	After Control Measures			Review/Assess/Revise
		Likelihood	Harm	Risk Score		Likelihood	Harm	Risk Score	
Business Continuity	Risk of council not being able to continue its business due to unexpected or tragic occurrence	1	3	3	Deputy Clerk able to cover many duties. Locum Clerk to be appointed via SSALC if required. Emergency Plan in place for extreme weather events. All data is stored off-site in the Cloud.	1	2	2	Review as required. SSALC membership to be renewed annually.
Precept	Precept may be inadequate, request may not be submitted to CDC in time, amount may not be received by CDC in time	1	3	3	Annual budget prepared in autumn, including data from previous financial years to aid accuracy of forecasting. Council to approve budget and Clerk to submit request ahead of deadline. Payment dates are notified to EWBPC by CDC and bank account checked to confirm receipt.	1	2	2	Budget reviewed at every full council meeting. Budget preparation in Sept/Oct
Financial Records	Inadequate records or Financial Irregularities	1	3	3	Financial risk assessment sets out specific risks. RBS Omega maintained, with monthly reconciliations recorded. Accounts data stored off site in the Cloud. Internal audit carried out by Mulberry & co and external audit carried out by Moore Stephens	1	1	1	Review annually.
Banking and Cash Transactions	Inadequate checks, bank mistakes, loss of cash	2	2	4	Financial Risk assessment and Finance regulations set out specific risks and arrangements. All payment transactions require two signatories. Bank Statements reconciled fortnightly. Cash banked as soon as possible and kept in safe. Bank card for use by Clerk only.	1	2	2	Review annually or if procedures change.

Topic	Identified Risk	Before Control Measures			Mitigation/Control Measures	After Control Measures			Review/Assess/Revise
		Likelihood	Harm	Risk Score		Likelihood	Harm	Risk Score	
Reporting and Auditing	Insufficient information. Incomplete audit.	1	2	2	Clerk produces weekly councillor update. Meeting agendas cover all appropriate issues. Minutes are approved at the following meeting. Clerk completes annual external audit following internal audit and produces all documents for councillors scrutiny. Audit ratified at Council meeting prior to submission.	1	1	1	Review annually.
Running Costs	Incorrect Invoicing, goods not supplied, loss of stock, services, unpaid invoices	1	2	2	Financial risk assessment sets out specific risks. Invoices received reconciled with goods/services before payments made. Resolutions made for payment monitored. Payments ratified at council meeting. Asset register maintained. Outstanding invoices pursued for payment.	1	1	1	Review annually.
Grants given	Power to pay, authorisation to pay	1	2	2	Grant applications to be submitted via appropriate channels/deadlines. All applications considered by full council in November. All grant payments resolved under appropriate powers (S137 Local Govt. Act).	1	1	1	Review annually.
Grants received	Receipt of grants, expenditure for approved purposes, expenditure within agreed time limit.	1	3	3	Grants paid with terms and conditions specific to a project, normally only paid on evidence of expenditure. Grant received kept in dedicated EMR to ensure no unauthorised expenditure.	1	2	2	Review annually
Leases, hirers & rents	Non -compliance with leases, rents not paid.	2	3	6	All leases prepared/overseen by a solicitor. Clerk seeks legal advice on all issues relating to leases. Hirers complete booking form subject to T's & C's. Invoices raised as appropriate and payment chased as required. Monthly debtors list produced and chased by Deputy Clerk.	1	3	3	Review annually
Best Value	Work awarded incorrectly	1	2	2	Processes set out in Financial regulations. All major contracts resolved by full council	1	1	1	Review annually

Topic	Identified Risk	Before Control Measures			Mitigation/Control Measures	After Control Measures			Review/Assess/Revise
		Likelihood	Harm	Risk Score		Likelihood	Harm	Risk Score	
Salaries & on-costs	Incorrect salary paid, incorrect deductions made, unpaid tax & NI contributions	1	2	2	Full council authorises recruitment of staff and salary levels in line with NJC scales following recommendations by the staffing committee. Payroll services provided by Ramar Accounting. Pensions return completed monthly and returned to WSCC pension scheme.	1	1	1	Review annually
Employees	Loss of personnel, health & safety concerns, malpractice/misconduct by staff	2	3	6	Staff trained appropriately and provided with tools necessary to carry out their roles including reference materials and legal advice. PPE issued as required. Activates risk assessed as required.	1	2	2	Review annually including training & insurance requirements
Councillor allowances/expenses	Councillors overpaid	1	2	2	No allowances allocated to councillors. Expenses paid against receipts/mileage claim forms as appropriate.	1	1	1	Review annually
VAT	Incorrect claim	1	2	2	RBS software calculates VAT and produces claim form. Clerk completes on line return (although from October 2019 this will be done automatically via HMRC making Tax Digital scheme)	1	1	1	Review annually
Legal Powers	Illegal activity, council acts Ultra Vires	2	3	6	All activities resolved at full council with reference to specific power used. Clerk to consult with SSALC/NALC and/or solicitor as required.	1	3	3	Review annually at Annual Council Meeting, with a view to adopting the General Power of Competence as soon as possible.
Minutes, agendas, public notices	Inaccuracy, illegal conduct	1	2	2	Minutes and agendas produced to legal requirements and line with best practice. Minutes approved and signed at next appropriate meeting. Agendas posted on website, social media and parish noticeboards at least 3 clear days before meetings. Minutes posted on website and notice boards. Public notices published on noticeboards as required. Business at meetings conducted by the Chair in accordance with standing orders.	1	1	1	Review annually

Topic	Identified Risk	Before Control Measures			Mitigation/Control Measures	After Control Measures			Review/Assess/Revise
		Likelihood	Harm	Risk Score		Likelihood	Harm	Risk Score	
Members interests	Conflict of Interest	2	3	6	Register of interests completed by all councillors and updated with any changes in circumstance as they occur. All details submitted to CDC monitoring officer as required. All declarations of interest declared and recorded in meeting minutes	1	2	2	Review as required.
Insurance	Adequacy, cost, compliance, fidelity guarantee	2	3	6	An annual review is undertaken of all insurance arrangements and the asset register is kept up to date.	1	3	3	Review annually, or additionally as required throughout the year(e.g. if major assets are purchased, additional events planned, etc.)
Freedom of Information	Failure to comply with the Act	1	2	2	Council publishes data cording to the transparency code which is available on the website.	1	1	1	Review annually
Data Management	Data Breach/Data Loss	1	3	3	Staff trained appropriately in data handling. Confidential data disposed of via office shredder or external licensed shredding company. Data Protection Officer responsibilities outsourced to ensure GDPR compliance	1	3	3	Review annually
Election Costs	Risk of contested election expenses	2	2	4	Risks are higher in an election year. EMR created to cover election expenses, to accumulate up to £6K over a four year period to cover any costs.	2	1	2	Review annually
Document Control	Documents not retained	3	2	6	NALC Document retention scheme is adhered to. Documents are regularly archived and stored at WSCC records office in order to minimise risks of storage in the Parish Office. Minutes, agendas, etc. are held electronically on the cloud and can be reproduced if required.	1	2	2	Review annually
Assets									
Assets and playgrounds	Loss or damage/damage to third party or other property	2	3	6	Ongoing review of asset register and annual insurance review. EWBPC maintenance contractor inspects playgrounds and parks twice a week. Risk assessments on playground areas annually. ROSPA inspection carried out annually.	1	3	3	Review risk assessments regularly, act on ROSPA report findings.

Topic	Identified Risk	Before Control Measures			Mitigation/Control Measures	After Control Measures			Review/Assess/Revise
		Likelihood	Harm	Risk Score		Likelihood	Harm	Risk Score	
Maintenance	Poor performance of assets or loss of amenities. Loss of income. Risk damage/injury to third party	2	3	6	Any repair or maintenance work carried out by contractors as identified. Minor works carried out as part of annual budget. Major tasks authorised as per Finance Regulations. Damage caused by third part accident or vandalism claimed via insurance policy. Cleaners leave daily notes of items in Bracklesham Barn.	1	3	3	Monitor and assess work for quality standards.
Notice Boards	Damage/injury to third party	2	3	6	Parish council has 4 notice boards. Keys are held in the office and by nominated Councillors. Staff regularly inspect the boards and arrange repairs as needed. Only authorised personnel display notices inside the boards	1	3	3	Review regularly
Street Furniture/Bus Shelters	Loss or damage/damage to third parties	2	2	4	All street furniture and bus shelters regularly inspected by maintenance contractor and damaged items repaired/removed as required. Damage to street furniture/bus shelters not owned by EWBPC reported to relevant owners immediately.	1	2	2	Monitor and assess work for quality standards.
Meeting Location	Adequacy/accessibility	1	1	1	Meetings are held at Bracklesham Barn which is fully DDA complaint and considered adequate for members, staff and members of the public.	1	1	1	Review regularly
Council records - paper	Loss or theft	1	2	2	All papers are kept in locked filing cabinets in a separate locked filing room. Keys for the filing room and cabinets are kept in the Parish Office. Papers are archived every 6 months and sent to WSCC records office for secure storage.	1	1	1	Review regularly

Risk assessment has been completed and reviewed

Date: 13/06/2019

Clerk's Signature

Minute ref:



East Wittering & Bracklesham Parish Council

FINANCIAL RISK ASSESSMENT DOCUMENT

This document is produced to enable the Parish Council to assess the risks that it faces and satisfy itself that it has taken adequate steps with control systems to minimise the risks. This will enable the Council to make the required declaration in its return to the external auditors. The Risk Assessment document to be reviewed annually in conjunction with the Council's Risk Management Policy.

FINANCES
Risk: 1. Accounting errors due to lack of financial control
<p>Procedures to address risk:</p> <ol style="list-style-type: none"> 1. All financial documentation to be held in the Parish Council office, e.g. cheque books, paying in books, payment card, invoices, receipts, bank statements, VAT reclaim papers, electronic accounting system (RBS Omega). 2. Only Clerk/RFO authorised to use payment card. 3. Use of cloud based secure server for all data to ensure back up and data recovery. 4. Accounting software backed up after month end reconciliation. 5. Cheques to be written and entered into the accounting system. 6. Cheque numbers to be written on invoices when paid. 7. Invoices to be filed sequentially. 8. Cash and cheques to be entered into the computerised system upon receipt and banked as soon as reasonably practicable. 10. Bank statements to be reconciled with the computerised system fortnightly. 11. VAT to be reclaimed quarterly.
Risk: 2. Budget overspend
<p>Procedures to address risk:</p> <ol style="list-style-type: none"> 1. Budget to be prepared by the RFO annually in November to determine the budget for the following financial year and to be discussed by Full Council to determine the precept. 2. Budget to actual income and expenditure to be reviewed monthly by the Clerk/RFO and reported at every meeting to Council. 3. All invoices to be scrutinised to ensure payment is as quotation provided. 4. Clerk and/or Deputy Clerk to seek competitive quotations for all major purchases and works in line with Best Value practice and as set out in Financial Regulations and Standing Orders. 5. Contracts of Employment and salaries of the employees to be reviewed annually in line with the NJC (National Joint Council) salary scale recommendations.
Risk: 3. Loss of funds due to misappropriation of public money
<p>Procedures to address risk:</p> <ol style="list-style-type: none"> 1. All accounts for payment to be authorised at a Council meeting and noted in the minutes unless the expenditure relates to addressing an urgent health, safety or security risk, such expenditure being delegated to the Clerk under Standing Orders or Financial Regulations.



East Wittering & Bracklesham Parish Council

FINANCIAL RISK ASSESSMENT DOCUMENT

2. All expenditure necessary to maintain the normal administration working environment and to meet contractual or continuing obligations does not require authorisation.
3. All expenditure to be ratified at each Parish Council and recorded in the minutes.
4. All cheques to be signed by two Councillors authorised by Bank Mandate and cheque stubs to be initialled by those two Councillors.
5. The two signatories to initial the corresponding invoice in the stamp provided.
6. No member of staff to be authorised to sign cheques.
7. Clerk to maintain a Register of Interests of all Councillors. Councillors to advise the Clerk of any changes to those interests as and when they occur as set out in the Code of Conduct.
8. Year-end accounts to be prepared by the RFO for circulation to the Parish Council following the financial year end on 31st March.
9. Appointment of Independent Internal Auditor to be reviewed annually.
10. The Council has its accounts audited each year by external auditors appointed by the Audit Commission.
11. Records of petty cash to be kept and reconciled into accounts on a regular basis.

INSURANCE

Risk: 4. Under-insurance of Parish Council assets

Procedures to address risk:

1. Insurance cover to be reviewed annually to ensure adequate cover is maintained and value for money achieved.
2. Properties valued at £500,000 or more are initially inspected by Insurance Company and reviewed by Insurance Company as required.
3. Asset Register to be maintained by the Clerk and updated at the time assets are added or removed and to be presented as part of the Annual Accounts.
4. Internal Auditor to review arrangements annually.

Risk: 5. Liability to Public to Provide a Duty of Care

Procedures to address risk:

1. Public Liability covered to £10 million as required by West Sussex County Council.
2. Council employees/contractors regularly undertake visual inspections of the condition of the Council assets to ensure that health and safety obligations are met and that appropriate action is taken to minimise any risk of injury to third parties.
3. Health and Safety checks to be carried out on the play areas every week and on all other street furniture monthly to monitor and identify risks to the health and safety of the public using the items.
4. Annual RoSPA inspection of the play areas to take place every June and findings reported to Council.
5. Risk assessments to be reviewed annually.

Risk: 6. Compensation Claim from Employee for Malpractice or Injury

Procedures to address risk:



East Wittering & Bracklesham Parish Council

FINANCIAL RISK ASSESSMENT DOCUMENT

1. Contracts of Employment issued to employees in accordance with employment law.
2. Job descriptions of employees reviewed annually.
3. Appraisals carried out annually.
4. Matters relating to employees to be discussed in confidence (public and press to leave the meeting room) and minutes recorded as confidential.
5. Appropriate training to be provided for all identified training needs necessary to carry out role.
6. Appropriate equipment to be provided to ensure that employees can carry out role effectively and safely.

Signed

Clerk/RFO

Minute ref:

Date of last review: 13 June 2019

EWBPC Risk Assessment Form

Activity: Coronavirus (COVID-19)

Assessment Date: 05 JUN 2020

Review Date:
as needed

Location All East Wittering and Bracklesham Parish Council Locations

Hazard and Risk	People at risk	Controls	Severity of Risk	Target date & by whom
<p>General</p>	<p>Staff Hirers Contractors General public Anyone else who physically comes in contact with a member of staff in relation to our business</p>	<p>East Wittering and Bracklesham Parish Council is following the Government advice: "Working Safely advice COVID 19 Offices and Contact Centres.</p> <p>https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19</p> <p>The Clerk has delegated responsibility to prepare and amend risk assessments.</p> <p>Risk assessments will be updated as required.</p> <p>Staff will be included in the process.</p> <p>All staff to be treated fairly and equally, including agency and contract staff.</p> <p>Staff to be give a copy of the appropriate HM Government guide on working safely during Covid-19.</p> <p>Bracklesham Barn is closed to hirers until the government advice indicates that it can be re-opened</p>	<p>Unknown/ variable</p>	<p>All</p>
<p>General Working & Wellbeing - infection</p>	<p>Staff Hirers Contractors General public Councillors Anyone else who physically comes in</p>	<p>All vulnerable staff will be supported to work from home for as long as is suitable and reasonable.</p> <p>Staff are encouraged to talk to each other and/or line managers. The health and wellbeing of staff will be monitored by the clerk.</p> <p>Social distancing to be practiced, stay 2m apart, signs up, tape markers as needed.</p>	<p>Unknown/ variable</p>	<p>EWBPC Clerk</p> <p>HAND SANITISERS REQUIRED AT ENTRANCES TO</p>

	contact with a member of staff in relation to our business	<p>Frequent hand washing to be practiced, notices to be displayed to encourage hand washing, soap and warm water provided, hand sanitiser at entrances to Bracklesham Barn, in the office and as needed.</p> <ul style="list-style-type: none"> • See hand washing guidance. • https://www.nhs.uk/live-well/healthy-body/best-way-to-wash-your-hands/ <p>Any tasks that make social distancing difficult and to be reduced and accessed as needed, only essential tasks to be carried out</p> <p>CASH use to a minimum, electronic payments to be made.</p>		BRACKLESHAM BARN AND OFFICE
COVID Training - infection	All EWBPC Staff/Councillors	<p>The EWBPC Risk Assessment is a living document and will be updated as required.</p> <p>All staff can be involved in the process and have access to the Risk Assessment and Government guides</p> <p>Information signs around sites</p>	Unknown/variable	All In place
Cleaning of sites - infection	Staff/Councillors/ General Public	<p>Our cleaning contractor, Windrush, has been asked to remind their staff of the importance of cleaners to pay extra attention to all surfaces and handles and any other areas that are touched regularly. They are using strong antibvrual cleaner disinfectant which is thought to kill Covid-19.</p> <p>Individual staff - Frequent cleaning of work areas and equipment between uses, using disinfectant based cleaning products and 70% alcohol sanitiser.</p> <p>EWBPC will inform Windrush immediately if there is a suspected COVID-19 case.</p> <p>If cleaning after a known or suspected case of COVID-19 then you should refer to the specific guidance see https://www.gov.uk/government/publications/covid-19-decontamination-in-non-healthcare-settings/covid-19-decontamination-in-non-healthcare-settings.</p>	Unknown/variable	<p>Windrush All EWBPC</p> <p>EWBPC TO PURCHASE SUPPLIES OF DISINFECTANT CLEANING PRODUCTS</p>
Travelling to Work	Staff	Usually all EWBPC employees either walk to their place of work or drive alone in their own vehicle. All staff are local.	Unknown/	All EWBPC

- infection		<p>Staff should be mindful of the Government Guidance and either walk, cycle or drive alone.</p> <p>DO NOT give lifts to colleagues during work hours or work-related business</p>	variable	In place
Access/ Egress - infection	<p>Staff Hirers Contractors General public Councillors Anyone else who physically comes in contact with a member of staff in relation to our business</p>	<p>Office start and finish times are already varied, when more than one person leave/enter leave 2m gap.</p> <p>Alarms/door entry. Wipe regularly and wash hands after use.</p> <p>Hand gel dispensers at site entrances, so people can use these as soon as they enter building.</p> <p>Visitors by appointment only and they should remain outside the building as much as possible. Door bells being fitted to main entrance and office door to facilitate this.</p>		<p>All EWBPC</p> <p>HAND SANITISERS REQUIRED AT ENTRANCE TO BRACKLESHAM BARN AND OFFICE</p>
Parish Office Workstations and office equipment - infection	<p>Staff Hirers Contractors General public Councillors Anyone else who physically comes in contact with a member of staff in relation to our business</p>	<p>Signs up to remind staff to social distance, wash hands etc,</p> <p>Communal equipment (such as photocopiers) should be wiped before and after use with disinfectant spray and hand sanitiser to be used.</p> <p>Clerk and RFO have desks set 2 metres apart should both be required to work in the office at the same time. Both the Clerk and RFO can work from home and will work in the office initially on a rota system.</p> <p>Tape 2m markers to be put on floor at Barn to promote safe distancing.</p> <p>All visitors to EWBPC office to be limited to essential only and by appointment only.</p> <p>Disinfectant spray, hand sanitiser, gloves, masks and paper towels to be provided by EWBPC and staff to be encouraged to clean their work area frequently using disinfectant spray.</p> <p>DO NOT share pens, staplers etc.</p>	Unknown/v ariable	<p>All EWBPC</p> <p>TAPE MARKERS TO BE PLACED ON FLOOR AT THE BARN.</p>

		<p>Doors and windows to be opened frequently to encourage ventilation where possible</p> <p>Supplies – follow existing procedures, one person to use stationery cupboards only, can change different days, wipe handles before use.</p> <p>Individual members of staff to keep workstations and work areas tidy, free from rubbish and as clear as possible.</p> <p>Rubbish bins are emptied daily by cleaners.</p> <p>Use telephone and email to communicate as much as is possible, if need to meet with colleague stay 2m apart either in well ventilated area or outside. Do Not share phones, wipe equipment regularly.</p> <p>Councillors who are signing cheques should bring their own pen and sign in the hall lobby abiding by the rules of self-distancing. Hand sanitiser to be provided.</p> <p>Parish office to remain closed to visitors unless by prior appointment. Front door is to remain locked to protect staff from unauthorised visitors.</p>		
<p>Communal Areas - infection</p>	<p>Staff Hirers Contractors General public Anyone else who physically comes in contact with a member of staff in relation to our business</p>	<p>All communal areas are cleaned daily by cleaning company using anti-viral disinfectant special attention to communal points, eg. door handles, toilets.</p> <p>Kitchen areas – strict one at a time policy, reminder signs put up.</p> <p>WCs – office staff to agree to use specified toilets during the pandemic when two staff are in the office at the same time.</p> <p>Do not use communal tables, either sit at own desk or leave the building.</p> <p>Do not share food or drinks etc</p> <p>Be mindful when using kettle, photocopier etc. wipe before use and wash hands after.</p> <p>Paper towels available if staff have a preference for using these against hand-dryers</p>	<p>Unknown/v ariable</p>	<p>Windrush EWBPC</p> <p>EWBPC TO PURCHASE SUPPLIES OF DISINFECTANT CLEANING PRODUCTS</p>

		<ul style="list-style-type: none"> Continue to wash your hands regularly. Change and wash your face covering daily. If the material is washable, wash in line with manufacturer's instructions. If it's not washable, dispose of it carefully in your usual waste. Practise social distancing wherever possible. <p>EWBPC will provide face coverings (if Staff prefer to wear one), disposable gloves, hand sanitiser and disinfectant spray and paper towels to the best of our ability.</p>		
Events - infection	Staff/hirers/contactors/general public	<p>Will be cancelled as required, to comply with government guidelines.</p> <ul style="list-style-type: none"> Future events will be risk assessed separately. 	Unknown/variable	All EWBPC In place
Accidents & Emergency - infection	Staff/hirers/contactors/general public	<p>Follow existing accident procedure.</p> <p>The government advice is:</p> <ul style="list-style-type: none"> In an emergency, for example, an accident or fire, people do not have to stay 2m apart if it would be unsafe. People involved in the provision of assistance to others should pay particular attention to sanitation measures immediately afterwards including washing hands. 	Unknown/variable	All EWBPC In place
Deliveries - infection	Staff/hirers/contactors	<p>Restrict deliveries as much as is possible.</p> <p>Personal deliveries are discouraged at this stage.</p> <p>Deliveries to be made at to the Parish Office, keep 2m apart.</p> <p>Consider manual handling when ordering, e.g. may be better to order less more frequently.</p> <p>Use sac trucks as needed to move supplies.</p> <p>Use hand sanitiser or wash hands after moving goods. Do not open products for 72 hours.</p>	Unknown/variable	All EWBPC In place

Contractors - infection	Staff Hirers Contractors General public Anyone else who physically comes in contact with a member of staff in relation to our business	Essential works only to be carried out. All contractors to follow social distancing/personal hygiene rules, reminder signs around sites, EWBPC staff to remind when they arrive if possible. When possible contact work to be carried out when site most empty.	Unknown/v ariable	All EWBPC In place
Bookings /BRACKLESHAM BARN - infection	Staff Hirers Contractors General public Anyone else who physically comes in contact with a member of staff in relation to our business	Bracklesham Barn Is currently closed in accordance with government guidelines When hiring/using EWBPC facilities is possible again bookings to be paid for electronically, in general cash use to a minimum. Social Distancing to be carried out. Reminder signs around sites. Hand gel at site entrances. Soap and warm water available in toilet areas. Social distancing floor markings where required	Unknown/ variable	All EWBPC HAND SANITISERS REQUIRED AT ENTRANCE TO BRACKLESHAM BARN AND OFFICE
COUNCIL MEETINGS - infection	Staff/Councillors/ General Public	Are being held remotely using ZOOM, paperwork uploaded onto website, reports emailed to Councillors. Agenda to be displayed on notice boards and website	Unknown/ variable	All EWBPC In place
PARKS AND PLAY EQUIPMENT - infection	Staff Contractors General public Anyone else who physically comes in contact with a member of staff in	Playgrounds and play equipment to remain closed to general public until advised by Government and signs to be displayed to this effect. Parks and open spaces remain open Signs to be displayed to remind people to self-distance.	Unknown/ variable	All EWBPC In place

	relation to our business			
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Document control

DATE	COMMENTS
02 JUN 2020	Original document produced



CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations), one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy)

Policy No: RTT284462/00188
Reference No: 65653493

1. Name of Policyholder: East Wittering and Bracklesham Parish Council
2. Date of commencement of insurance policy: 01/06/2020
3. Date of expiry of insurance policy: 31/05/2021

We hereby certify that subject to paragraph 2:-

1. the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Jersey, the Island of Guernsey and the Island of Alderney, or to offshore installations in territorial waters around Great Britain and its Continental Shelf **(b)**; and
2. (a) the minimum amount of cover provided by this policy is no less than £5 million **(c)**.

Signed on behalf of Royal & Sun Alliance Insurance plc (Authorised Insurer)

A handwritten signature in black ink, appearing to read 'S. Lewis', is written over a faint horizontal line.

S. Lewis
Chief Executive, UK & Western Europe
Royal & Sun Alliance Insurance plc

Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the named subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable, specify the amount of cover provided by the relevant policy."

paragraph 2(b) does not apply and is deleted.

THIS IS YOUR CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE.

A copy of the certificate must be displayed at all places where you employ persons covered by the policy. THE EMPLOYERS' LIABILITY (COMPULSORY INSURANCE) (AMENDMENT) REGULATIONS 2008 permits the display of this certificate in an electronic form, provided persons covered by this policy have reasonable access to it.

The employer is strongly encouraged to retain all records related to this insurance.



Council Guard Schedule

Welcome to RSA.

You should read this Schedule in conjunction with your Policy Wording.

These details are a record of the information provided to RSA. It is also essential that you read all of the clauses applying to your Policy as these contain important information that may affect your Policy cover.

Policy Number: RTT284462/00188

Your Details:

Policyholder: East Wittering and Bracklesham Parish Council

Correspondence Address: Bracklesham Barn, Beech Avenue, Bracklesham Bay, Chichester, West Sussex, PO20 8HU

Business Description: Parish Council

Your Intermediary's Details:

Intermediary Name: WPS hallam

Address: Spargo House 10 Budshead Way, Devon, PL6 5FE

Your Policy Dates:

Period of Insurance: 01/06/2020 To: 31/05/2021

Renewal Date: 01/06/2021

Your Premium Information:

First Premium: £2,504.09

Insurance Premium Tax: £300.48

Total Amount Due: £2,804.57

Long Term Agreement Expiry Date: 31 May 2023

Low Claims Rebate: Yes

Reason for Issue: New Policy 2020

Royal & Sun Alliance Insurance plc (No. 93792).

Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. For your protection, telephone calls will be recorded and may be monitored



If there are any additional Policy-level Clauses applicable, these are shown below

Profit Rebate Clause

For the purpose of this endorsement

Eligible lines of business are Material Damage, Business Interruption, Employers Liability and Public/Products Liability

'Cut Off Date' means the date at which the Loss Ratio will be calculated

Provided that the Loss Ratio for each Period of Insurance does not exceed 25% at the Cut Off Date on the Commercial Combined Policy the Company shall allow a return premium on the Net Earned Premium based on the following scale of rebate provided that the loss ratio does not exceed the amount shown at the Cut Off Date in respect of the Period of Insurance shown below

All claims outstanding at the Cut Off Date shall be regarded as paid for the purposes of this endorsement

The payment of the profit rebate is conditional on the renewal of the policy with the Company at the expiry of each period of insurance specified below

Period of Insurance 01/06/2020 to 31/05/2023
Cut Off Date 3 months after renewal

Commercial Combined Policy
Loss Ratio % Return Premium %

< 25% 2.5%
< 20% 5.0%
< 15% 7.5%

Stability Agreement

Policyholder : East Wittering and Bracklesham Parish Council

Policy No. : RTT284462/00188

Company : RSA

Period of Agreement From 01/06/2020 to 31/05/2023

Initial Period From 01/06/2020 to 31/05/2021

Second Period From 01/06/2021 to 31/05/2022

Third Period From 01/06/2022 to 31/05/2023

For the Period of Agreement shown above and subject to the Adjustment Provisions specified herein the Policyholder agrees to maintain the policy in force and the Company agree to calculate the premium on the sums insured applicable for the Initial Period and the following rates thereafter

Second Period : at the rates applicable for the Initial Period

Third Period : at the rates applicable for the Second Period

Royal & Sun Alliance Insurance plc (No. 93792).

Registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. For your protection, telephone calls will be recorded and may be monitored

Provisos

Provided that

1. the Company may also vary the terms of the policy in accordance with the Special Provisions defined herein
2. any imposition of or increase in any levy or tax on premiums or contribution to governmental or non-governmental insurance schemes or pools will be borne by the Insured
3. all other terms definitions provisions extensions exclusions and conditions of the policy will continue to apply

Definitions

1. Loss Ratio shall mean the percentage which the total of paid claims outstanding reserves (as established by the Insurers) and related loss adjustment expenses incurred during the Initial Period or the Second Period bears to the Earned Premium for the same Initial or Second period
2. Prior Years Loss Ratio shall mean the percentage which the total of paid claims outstanding reserves (as established by or declared to the Insurers) and related loss adjustment expenses incurred during the three years prior to commencement of the agreement bears to the Prior Years Earned Premium
3. Earned Premium means the total of the premiums paid or payable for the period including adjustments but excluding commission or any taxes or levies on premiums or contributions to governmental or non-governmental insurance schemes or pools
4. Prior Years Earned Premium means three times the total of the premium paid or payable to the Company for the Initial Period of the Agreement or three times the total of the Earned Premium for the first twelve months of the Agreement whichever is the less including adjustments but excluding commission or any taxes or levies on premiums or contributions to governmental or non-governmental insurance schemes or pools

Adjustment Provision

1. If at the expiry of the Initial Period
 - a) the Loss Ratio exceeds 40% for the Initial Period or
 - b) the Prior Years Loss Ratio exceeds 30%the Company reserve the right to terminate the Agreement or re-negotiate the premium or rates for application to the Second Period
2. If at the expiry of the Second Period
 - a. the Loss Ratio exceeds 40% for each of the Initial and Second Periods or
 - b. the Prior Years Loss Ratio exceeds 30%the Company reserve the right to terminate the Agreement or re-negotiate the premium or rates for application to the Third Period
3. Any premiums or claims in respect of any reinsurance to governmental or non-governmental insurance schemes or pools shall not be taken into account in arriving at the Loss Ratio or Earned Premium

Special Provisions

Declaration of Claims

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A declaration of all paid and outstanding claims by the previous Insurer for the three years prior to the commencement of this agreement shall be provided to the Company prior to the expiry of the Initial Period and prior to the expiry of the Second Period for the purposes of calculating the Prior Years Loss Ratio

In respect of any class of business provided by the Policy that were placed with the Company for the full period of three years prior to the commencement of the Agreement a declaration of claims is not required

Rights of the Company

The Company reserve the right regardless of the Loss Ratio to:

- 1 adjust the premium or rates restrict the cover or vary the terms or conditions to reflect changes which have a material effect upon the scope of cover or indemnity provided by the policy or extent of risk being
 - a) acquisitions or disposals of property or companies or changes in the business carried on by the Policyholder
 - b) the Company adopting a change in the underwriting policy in respect of any class of business included in the policy or imposing limits of loss or liability to all policies in any class of business included in the policy
 - c) any limitation reduction in capacity or rate increase imposed by any re-insurer of the Company
 - d) any change in market practice
 - e) legislation being any enactment subordinate legislation law regulation decree treaty or instrument in force in any country or territory covered by the policy
 - f) judgements awards or decisions made by any court tribunal or arbitration any government or regulatory body or ombudsman
- 2 adjust the premium or rates restrict the cover or vary the terms or conditions or terminate the Agreement:
 - a) to reflect a legal requirement to do so
 - b) if at any time the Policyholder shall be merged with acquired by or otherwise absorbed or controlled by any individual or corporation or other business entity of any kind
 - c) if at any time the Policyholder shall go into any form of liquidation bankruptcy receivership or administration or equivalent status or become the subject of an action in bankruptcy
 - d) if at any time the Policyholder fails to complete any requirements agreed with the Company within the agreed timescales
- 3 adjust the Building and Contents sums insured in line with the Insurers published index linking guides

Rights of the Policyholder

- 1 If the Company elect to change the terms in accordance with any of the Adjustment Provisions or Special Provisions then the Policyholder may at its option terminate the Agreement without penalty
- 2 The Policyholder may cancel the agreement at expiry of the Initial Period (or Second Period)

Royal & Sun Alliance Insurance plc (No. 93792).



without the Insurer activating its rights within the Adjustment Provisions or Special Provisions subject to a payment of 45% of the annual premium which would have been payable for the Second (or Third Period)

Memoranda

If at any time the Policyholder shall be merged with acquired by or otherwise absorbed or controlled by any individual or corporation or other business entity of any kind provided the entity continues to trade in the name stated within this agreement then the Agreement shall be considered to still be in force

Virus, Disease and Pandemic Exclusion

(except Terrorism Insurance, Liability Insurance, Fidelity Insurance, Personal Accident Insurance and Legal Expenses Insurance)

Notwithstanding any provision to the contrary within the Policy, the Policy does not cover loss, destruction or damage, or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to:

- A) Coronaviruses
- B) Coronavirus disease (COVID-19);
- C) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- D) Any mutation of or variation of A), B) or C) above;
- E) any infectious disease that is designated or treated as a pandemic by the World Health Organisation
- F) Any fear or anticipation of A), B), C), D) or E) above.

Endorsement A - General Policy Exclusion

The following General Policy Exclusion is added to the policy and applies to the Personal Accident & Travel sections

The Company will not pay any claim

3 which is directly or indirectly as a result of or is contributed to by or is as a consequence of

- A. severe acute respiratory syndrome coronavirus 2 (SARS-COV-2) or
- B. coronavirus disease 2019 (COVID-19) or
- C. any derivative or mutation of either A. or B.

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The Covers available for our Property Damage and Business Interruption Insurances are as follows:

- | | |
|--|----------------------------------|
| 1. Fire, Lightning, Aircraft and Explosion | 7. Sprinkler leakage |
| 2. Earthquake | 8. Theft |
| 3. Riot and malicious persons | 9. Subsidence |
| 4. Storm or flood | 10. Any other accident |
| 5. Escape of water | 11. Glass |
| 6. Impact | 12. Specified Items: 'All Risks' |

It is important to note that the actual Covers may vary for each Premises and the Covers excluded are specified on the following Premises pages of the Schedule.

For the full definition of the Policy coverage please refer to the Policy Wording.

In choosing this product and the level of cover you have not received any personal recommendations from RSA.

Property Damage Insurance

The Premises: **Downview Sports Pavilion, Downview Close, East
Wittering, Chichester, West Sussex, PO20 8NS**

Occupation: **Sports Ground**

Property Insured

Buildings - Buildings including Landlords Fixtures & Fittings £81,089.00

Total sum insured: £81,089.00

Covers not insured:

- 7. Sprinkler leakage

If there are any additional Policy-level Clauses applicable, these are shown below

The Premises: **Bracklesham Barn, Beech Avenue, Bracklesham Bay, Chichester, West Sussex, PO20 8HU**

Occupation: **Community Centre**

Property Insured

Buildings - Buildings including Landlords Fixtures & Fittings	£2,250,523.00
General Contents	£86,231.00
Miscellaneous Contents - Wines Beers & Spirits	£500.00
Miscellaneous Contents - Frozen Food Deterioration of Stock Cover	£300.00
Total sum insured:	£2,337,554.00

Covers not insured:

7. Sprinkler leakage

If there are any additional Policy-level Clauses applicable, these are shown below

Cooking Area Protections

This clause applies to the Property Damage Insurance section of this Policy

It is a condition precedent to any liability of the Company for Damage that

- 1) all extract ductwork shall be inspected and cleaned by a competent contractor at least in accordance with the inspection and cleaning interval as specified in this clause below and a report issued to the Policyholder and kept available for inspection by the Company
- 2) all cooking equipment is to be operated and serviced in accordance with the manufacturers' instructions
- 3) all cooking equipment is not left unattended whilst the heat source is operating and the power/fuel supply shall be shut off outside working hours
- 4) all fat frying ranges shall be equipped with cooking thermostats arranged to prevent the temperature of the fat rising above 205°C or the manufacturers recommended temperature Such thermostats to be serviced at least once in every 12 month period
- 5) a minimum of One Class F fire extinguisher conforming to British Standard 7937 and a fire blanket conforming to BS EN 1869 to be located in each cooking area
- 6) any fixed fire extinguishing system fitted is operated and serviced in accordance with the manufacturers' instructions
- 7) all cooker hoods grease traps and filters are cleaned at least every 12 months

Deterioration of Stock Insurance:

In the event of Damage by deterioration or putrefaction of stock in the cold chamber of any machine detailed in the Schedule while at the Premises:

- 1** due to the rise or fall in temperature resulting from any cause not hereunder excluded or
- 2** due to the action of refrigerant fumes which have escaped from the machine, during any Period of Insurance.

The Company will pay to the Policyholder the amount of such loss or Damage but not exceeding as far as each item is concerned the Sum Insured or in all the Total Sum Insured

The Insurance Provided In consideration of the Policyholder agreeing to pay the Company an appropriate additional premium the Company will automatically reinstate the Sum Insured in full after Damage as insured by the Policy has occurred subject to:

- 1** the cause of such loss or Damage being rectified before reinstatement of the Sum Insured is effective,
- 2** such reinstatement not applying to the original loss or Damage nor to any succeeding loss or Damage arising out of the same continuous cause,
- 3** the Company not giving the Policyholder notice within 30 days of the Policyholder reporting the loss or Damage to the Company that the Company will not reinstate the Sum Insured.

Stock in the Cold Chamber

The term 'stock in the cold chamber' shall be deemed to include the stock which at the time of Damage giving rise to such deterioration or putrefaction is elsewhere on the Premises but which would in the normal course be placed in the said cold chamber.

Underinsurance

The Sum Insured by each Item is separately but similarly subject to the following Condition:

If the Sum Insured on stock shall at the commencement of any loss or Damage be less than the value of such property the Policyholder will be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly.

Exclusions

This section of the Policy does not cover:

1 Property Damage Covers

Deterioration or putrefaction resulting from Damage at the Premises by fire, lightning, explosion, flood, earthquake, aircraft or other aerial devices or articles dropped therefrom or by leakage from a sprinkler installation,

2 Deliberate Act

Damage resulting from the deliberate act of any public electricity supply authority or the exercise by any such authority of its power to withhold or restrict supply or from the wilful neglect of the Policyholder,

3 Loss of goodwill or other consequential loss

Of any nature whatsoever,

4 Policyholder's Contribution

The first £25 of each and every loss borne by the Policyholder or otherwise specified in the Schedule as ascertained after the application of the Underinsurance Condition,

5 Riot or civil commotion in Northern Ireland

6 Electronic Risk

A) Damage to Data which shall include but shall not be limited to:

- i) Damage to or corruption of Data whether in whole or in part,
- ii) unauthorised appropriation of use of access to or modification of Data,
- iii) unauthorised transmission of Data to any third parties,
- iv) Damage arising out of any misinterpretation, use or misuse of Data,
- v) Damage arising out of any operator error in respect of Data.

B) Damage to the Stock in the Cold Chamber arising directly or indirectly from:

- i) the transmission or impact of any Virus,
 - ii) unauthorised access to a System,
 - iii) interruption of or interference with electronic means of communication used in the conduct of the Policyholder's Business including but not limited to any diminution in the performance of any website or electronic means of communication,
 - iv) Failure of a System,
 - v) anything described in 6A) above,
- but in respect of 6 B)i), B)ii), B)iii) and B)iv) this shall not exclude subsequent Damage which itself results from a cause not otherwise excluded provided that such Damage does not arise by reason of any malicious act or omission.

7 Age of Machine

Damage to the Property Insured arising from a machine that is more than 15 years of age.

8 Terrorism

Damage occasioned by or happening through or in consequence directly or indirectly of:

A) Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,
and

B) in Northern Ireland civil commotion.

This Policy also excludes Damage or loss resulting from Damage directly or indirectly caused by, resulting from or in connection with any action aimed at controlling, preventing, suppressing or in any way relating to an act of Terrorism.

In Great Britain and Northern Ireland Terrorism means: acts of persons acting on behalf of or in connection with any organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

In so far that the insurance by this Policy is extended to include any situation elsewhere than in Great Britain and Northern

Ireland Terrorism means: any act including but not limited to the use of force or violence or the threat of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political, religious, ideological or similar purposes including the intention to:

A) influence any government or any international governmental organisation or

B) put the public or any section of the public in fear.

In any action, suit or other proceedings where the Company alleges that by reason of this Exclusion any Damage or loss resulting from Damage is not covered by this Policy the burden of proving that such Damage or loss is covered shall be upon the Policyholder.

The Premises: **Anywhere within the boundaries of East Wittering & Bracklesham**

Occupation: **Not Applicable**

Property Insured

Buildings - Infrastructure: War Memorials	£26,523.00
Buildings - Infrastructure: Gates, Fences, Walls	£34,006.00
Buildings - Infrastructure: Street Furniture, Benches, Bins, Shelters, Finger posts etc.	£85,519.00
Buildings - CCTV	£17,051.00
Buildings - Infrastructure: Playground Equipment & Surfaces	£350,866.00
Buildings - Lighting Columns	£16,800.00

Total sum insured: £530,765.00

Covers not insured:

7. Sprinkler leakage

If there are any additional Policy-level Clauses applicable, these are shown below

**Specified Items All Risks
Property Insured**

Item	Territorial Limits	Sum Insured	Policyholder Contribution
Laptop Computers & Portable Electronic Equipment	U.K.	£959.00	£50
Pedestrian Grit Spreaders	U.K.	£703.00	£50
Sports Equipment	U.K.	£796.00	£50
Christmas Lights/Decorations	U.K.	£20,402.00	£50
Event Staging	U.K.	£3,000.00	£50
Gazebo's	U.K.	£600.00	£50
Event Signs & Equipment	U.K.	£300.00	£50

Property Damage Insurance

Policyholder's Contribution

Cover (if insured)	Policyholder's Contribution
Subsidence	£1,000
All other Covers	£250
Fire, Lightning, Aircraft & Explosion	NIL

**If there are any additional Policy-level Clauses applicable, these are shown below
Trailer Condition**

All trailers must be secured by wheel clamps and hitch locks.

Business Interruption Insurance

Item	Sum Insured
Gross Revenue/Income - Gross Revenue	£60,000.00
Maximum Indemnity Period	24 months
Additional Increased Cost of Working	£50,000.00
Maximum Indemnity Period	24 months
Extensions	
Alternative Trading	£25,000
Savings	£25,000
Professional Accountants Charges	£25,000
Accumulated stocks	£25,000
Payments on Account	£25,000
Additional Metered Utility Charges	£25,000
Automatic Reinstatement after a loss	£25,000
Branded Goods	£25,000
Action by Police, Government or other Competent Authority	£25,000
Failure of Electricity supply	£25,000
Failure of Gas supply	£25,000
Failure of Water supply	£25,000
Failure of Telecommunications	£25,000
Essential Personnel	£25,000
Prevention of Access	£25,000
Specified Disease, Food Poisoning, Vermin Pests & Defective Sanitation, Murder or Suicide	£25,000
Loss of Attraction - Unspecified	£25,000
Property stored	£25,000

The total sum insured for Business Interruption insurance is deemed to be the total of the Sums Insured stated above.

If there are any additional Clauses applicable to Business Interruption Insurance, these are shown below

Terrorism Insurance

Not Insured

Money Insurance

Section 1 Money

Item No		Limit of Liability any one loss
1A	Money in the Policyholder's Premises during Working Hours or in transit	£2,000
1B)1	Money in the Policyholder's Premises out of Working Hours in the following locked safes or strongrooms - n/a	£0
1B)2	Money in all other locked safes or strongrooms at the Policyholder's Premises	£2,000
1B)3	Money in the policyholder's premises out of Working Hours not in a safe	£250
1C)1	Money in the residence of Employees or any of the Policyholders Officials or Council members in a locked safe or whilst adults in the residence	£500
1C)2	Money in the residence of Employees or any of the Policyholders Officials or Council members other than in a locked safe or adult in residence	£250

Section 2 Personal Injury (Robbery)

Refer to policy section for appropriate benefits

If there are any additional Clauses applicable to Money Insurance, these are shown below

Liability Insurance

Section 1

Employers' Liability	Limit of Indemnity
Any one Event (excluding liability arising directly or indirectly out of Terrorism)	£10,000,000
Any one Event arising directly or indirectly out of Terrorism	£5,000,000

If there are any additional Clauses applicable to Employers' Liability Insurance, these are shown below

Section 2

Public / Products Liability	Limit of Indemnity
Any one Event	£15,000,000
All Events happening during the Period of Insurance in respect of products supplied	£15,000,000
All incidents considered by the Company to have occurred during the Period of Insurance in respect of all Sudden Pollution or Contamination Incidents	£15,000,000
Advertising Injury/Libel & Slander committed during the period of insurance	£250,000
Environmental Clean-up Costs	£1,000,000
Indemnity to Hirer	£2,000,000

Policyholder's Contribution

The indemnity provided by Section 2 is subject to a Policyholder's Contribution of £250 any one Event in respect of loss of or damage to Property

If there are any additional Clauses applicable to Public/Products Liability Insurance, these are shown below

Bona Fide Sub-Contractors (firework displays, inflatable devices & passenger carrying amusement devices)

This endorsement applies to Liability Insurance Section 2 Public/Products Liability section
It is a condition precedent to any liability of the Company arising from firework displays and inflatable devices and passenger carrying amusement devices that bona fide sub-contractors have Public Liability insurance in respect of their legal liability at law for injury or loss or damage to property arising in connection with the Business and that

- A) the Limit of Indemnity of the Public Liability insurance is not less than £10,000,000 in respect of any one claim or number of claims arising out of any one Event.
- B) such insurance have been extended to indemnify the Policyholder as principal against all liability for such injury or loss of or damage to property

Section 3

Legal Defence Costs

Limit of Indemnity

Part A

The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any Period of Insurance

£250,000

Part B

The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any Period of Insurance

£250,000

If there are any additional Clauses applicable to Legal Defence Costs Insurance, these are shown below

Fidelity Insurance

Fidelity	Limit of Indemnity
Limit of Indemnity for Any One Claim	£500,000
Aggregate Limit of Indemnity	£500,000
Policyholder's Contribution	£500

Name or category of Employee: All Council Members and Employees of the Policyholder

Geographical Limits: Great Britain Northern Ireland the Isle of Man or the Channel Islands

Legal Expenses Insurance

	Limit of Indemnity
Any One Event	£200,000
All claims and legal proceedings notified during any Period of Insurance	£1,000,000

If there are any additional Clauses applicable to Legal Expenses Insurance, these are shown Below

Third Party Provider

This clause applies to the Legal Expenses Insurance section of this Policy

For the purposes of Definition 14 We/Us/Our the third party provider approved by Royal & Sun Alliance Insurance plc is

Arc Legal Assistance which administers this insurance on the Company's behalf

24 Hour Helpline 0345 078 7543 – quoting code 70201

Claims

Any notification of a claim must be addressed to

Arc Legal Assistance
Lodge Lane
Langham
Colchester
CO4 5NE
Tel: 0344 770 9000
claims@arclegal.co.uk
<https://claims.arclegal.co.uk/home>

Officials Liability Insurance

Limit of Indemnity

Officials Liability All events happening during any period of insurance	£250,000
Employment Practice Insurance	Not Insured

Policyholder's Contribution

The indemnity provided by Officials Indemnity is subject to a Policyholder's Contribution of £0 any one Event

If there are any additional Clauses applicable to Officials Liability Insurance, these are shown below

Personal Accident & Travel

Category	Insured Person(s)		Operative Time	
	Description	PA Insurance	Travel	
A	Any Employee of the insured resident in Britain	24 Hour	Internal Journey & External Journey	
B	Any Council Member or Employee of the Insured resident in Britain and their accompanying Spouse	24 Hour	Internal Journey & External Journey	
C	Any council member of the Insured resident in Britain	24 Hour	Internal Journey & External Journey	
D	Any volunteer of the Insured resident in Britain	Occupational Including Commuting	Internal Journey & External Journey	

Personal Accident

Category of Insured Person				
Benefit	Cat A	Cat B	Cat C	Cat D
1-4	£20,000	Nil	£20,000	£20,000
5	£400	Nil	£400	£200
6	£200	Nil	£200	£100
7	30% of benefits 1-6	Nil	30% of benefits 1-6	30% of benefits 1-6

Payment Period

Benefit 5 and 6 are payable per week for a maximum of 104 weeks in all not necessarily consecutive

Deferment Period

Benefits 5 and 6 are not payable for the first nil days of any Period of Disablement

Subject otherwise to the Terms, Definitions, Conditions and Exclusions of the Policy.

Travel Insurance

Insured Journey	External Journey	Included
	Internal Journey	Included

Maximum Journey Length

The Maximum Journey length must not exceed 31 days duration.

Endorsements attaching to and forming part of Travel Insurance Policy No.

Subject otherwise to the Terms, Definitions, Conditions and Exclusions of the Policy.

Management Liability Package Policy Schedule

Insured: East Wittering & Bracklesham Parish Council
Policy Number: UCWRP5596120
Insured Address: Bracklesham Barn, Beech Avenue, Chichester, PO20 8HU
Period of Insurance: 01/06/2020 to 31/05/2021 (both dates inclusive)



Travelers Insurance Designated Activity Company
One Creechurch Place
Creechurch Lane
London
EC3A 5AF
travelers.co.uk

Your Package Summary

- This Policy Schedule should be read in conjunction with the policy wordings which contain details of the policy cover, conditions, and exclusions. Please contact your broker if you require a copy of the policy.

Premium

Premium Amount	£280.15
IPT Amount	£33.61
Total Premium (including IPT) for all purchased modules	£313.76

Policy	Policy Limit/Sublimit
--------	-----------------------

Cyber (Policy Wording TRV 2870 01/20)

A limit left blank for a coverage means that such coverage is not included. An entry for any other provision left blank means that such provision does not apply

Limit of Indemnity	£100,000 in the aggregate
Excess	£2,500 each and every claim
Betterment Coinsurance	50%
Business Interruption Waiting Period	12 hours
Business Interruption Maximum Indemnity Period	120 days
Liability:	
Privacy and Security Liability	£100,000
Media Liability	£100,000
Regulatory Proceedings	£100,000
Breach Response:	
Privacy Breach Notification	£100,000
Computer and Legal Experts	£100,000
Public Relations	£100,000
Data Restoration	£100,000
Cyber Extortion	£100,000
Betterment	£50,000
Rewards	£10,000
Cyber Crime:	
Computer Fraud	£100,000
Funds Transfer Fraud	£100,000 or 10% of the Limit of Indemnity whichever is the lesser amount
Telecom Fraud	£100,000
Business Loss:	
Business Interruption	£100,000
Accounting Costs	£50,000
Reputation Harm	£100,000
Dependent Business Interruption - IT Provider	£100,000 or 10% of the Limit of Indemnity whichever is the lesser amount
Dependent Business Interruption - Outsource Provider	£100,000 or 10% of the Limit of Indemnity whichever is the lesser amount

The following endorsements apply:

- A. NV0714 Waiver Of Excess (Notification)

The following endorsements apply to the policy:

NONE

The following Endorsement(s) will apply to the policy and should be read in conjunction with the policy wordings. For the effective date, please see the relevant endorsement wording (set out below).

ENDORSEMENT - NV0714

WAIVER OF EXCESS (NOTIFICATION)

Attaching to and forming part of

Policy Number UC WRP 5596120

Effective Date 01/06/2020

The following changes are made to the Policy

The following is added to Section 4 Excess:

Excess Waiver

Notwithstanding the provisions of clause 4.1, above, with respect to the Breach Response Insuring Clauses, no excess shall apply to any **Loss** arising from a **First Party Event** notified to **Insurers** within 72 hours of **Discovery** of such **First Party Event**.

Subject otherwise to the terms conditions and exclusions of the Policy

CLAIMS PROCEDURE

If you wish to make a claim, please contact us on 0800 587 8388, or at newprofessionalriskclaims@travelers.com, or at the following address quoting your policy number:

The Claims Department
Travelers Insurance Designated Activity Company
One Creechurch Place
Creechurch Lane
London
EC3A 5AF

Please also refer to our on-line guidance on how to make a claim which can be found at www.travelers.co.uk.

WHAT TO DO IF YOU HAVE A COMPLAINT

If you have a complaint please contact us on 0203 207 6000, email us at CustomerRelations@travelers.com or write to us at the address below quoting your policy number or claim reference:

The Compliance Team
Travelers Insurance Designated Activity Company
One Creechurch Place
Creechurch Lane
London
EC3A 5AF

If your complaint cannot be resolved to your satisfaction, you may be eligible to refer the matter to the Financial Ombudsman Service (FOS) at the following address:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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

Please note, your complaint needs to be referred to the FOS within six months of receiving our final response.

Management Liability Package

CyberRisk Insurance

POLICY WORDING

Contents

SECTION	TITLE	PAGE
Preamble	Contract of Insurance	1
1	Insuring Clauses	1
2	Exclusions	2
3	Limit of Insurance	4
4	Excess	4
5	Claim Conditions	5
6	General Conditions	6
7	Definitions	8
8	Important Information	16

CyberRisk Insurance

POLICY WORDING

Preamble - the Contract of Insurance

In consideration of the premium, the **Insurer** shall provide insurance in accordance with this Policy during the **Period of Insurance** (or during any subsequent **Period of Insurance** agreed between the **Insurer** and the **Insured**), subject to the terms contained herein or endorsed hereon.

Section 1 – Insuring Clauses

Liability Insuring Clauses

1.1 Privacy and Security Liability

The **Insurer** shall pay, on behalf of the **Insured**, **Loss** resulting from a **Claim** first made during the **Period of Insurance**, for a **Privacy and Security Act**.

1.2 Media Liability

The **Insurer** shall pay, on behalf of the **Insured**, **Loss**, resulting from a **Claim** first made during the **Period of Insurance**, for a **Media Act**.

1.3 Regulatory Proceedings

The **Insurer** shall pay, on behalf of the **Insured**:

- (a) **Defence Costs**; and
- (b) **Regulatory Fines and Penalties**,

resulting from a **Regulatory Proceeding**, first made during the **Period of Insurance**, for a **Privacy and Security Act**.

Breach Response Insuring Clauses

1.4 Privacy Breach Notification

The **Insurer** shall reimburse, or pay on behalf of the **Insured Organisation**, **Privacy Breach Notification Expenses** resulting from an actual or suspected **Privacy Breach**, **Discovered** during the **Period of Insurance**.

1.5 Computer and Legal Experts

The **Insurer** shall reimburse, or pay on behalf of the **Insured Organisation**, **Computer and Legal Experts' Costs** resulting from an actual or suspected:

- (a) **Privacy Breach**;
- (b) **Security Breach**; or
- (c) **Cyber Extortion Threat**,

Discovered during the **Period of Insurance**.

1.6 Public Relations

The **Insurer** shall reimburse, or pay on behalf of the **Insured Organisation**, **Public Relations Expenses**, resulting from a **Privacy and Security Wrongful Act**, **Discovered** during the **Period of Insurance**.

1.7 Data Restoration

The **Insurer** shall reimburse, or pay on behalf of the **Insured Organisation**, **Data Restoration Expenses**, directly resulting from a **Security Breach**, **Discovered** during the **Period of Insurance**.

1.8 Cyber Extortion

The **Insurer** shall reimburse, or pay on behalf of the **Insured Organisation**, **Cyber Extortion Expenses**, resulting from a **Cyber Extortion Threat**, **Discovered** during the **Period of Insurance**.

1.9 Betterment

The **Insurer** shall reimburse the **Insured** for **Betterment Costs** following a **Security Breach**, **Discovered** during the **Period of Insurance**.

1.10 Rewards

The **Insurer** shall pay on behalf of the **Insured**, **Rewards Expenses** following a covered **First Party Event**.

Cyber Crime Insuring Clauses

1.11 Computer Fraud

The **Insurer** shall pay the **Insured Organisation**, for its direct loss of **Money**, **Securities**, or **Other Property**, directly caused by **Computer Fraud**, **Discovered** during the **Period of Insurance**.

1.12 Funds Transfer Fraud

A. Social Engineering Fraud

The **Insurer** shall pay the **Insured Organisation**, for its direct loss of **Money** or **Securities** directly caused by **Social Engineering Fraud**, **Discovered** during the **Period of Insurance**, provided that, if the requested funds transfer included a request to change **Vendor**, **Client**, **Manager** or **Employee** account information or pre-determined payment setup, the **Insured** performed a **Transfer Verification** prior to transferring, paying, or delivering such **Money** or **Securities**.

B. Fraudulent Impersonation

The **Insurer** shall pay the **Insured Organisation**, for its direct loss of **Money** or **Securities**, directly caused by **Fraudulent Impersonation**, **Discovered** during the **Period of Insurance**.

C. Vendor or Client Payment Fraud

The **Insurer** shall pay the **Insured Organisation** for **Vendor or Client Payment Fraud Loss** that arises out of a **Security Breach**, **Discovered** during the **Period of Insurance**.

1.13 Telecom Fraud

The **Insurer** shall pay the **Insured Organisation**, for for its **Telecom Charges** caused by **Telecom Fraud Discovered** during the **Period of Insurance**.

Business Loss Insuring Clauses

1.14 Business Interruption

The **Insurer** shall pay the **Insured Organisation**, **Business Interruption Loss**, directly caused by any of the following, if **Discovered** during the **Period of Insurance**:

- (a) a **Security Breach** that results in a total or partial interruption of a **Computer System**;
- (b) a **System Failure**, or
- (c) the voluntary shutdown of a **Computer System** by the **Insured**, if it is necessary to minimise the **Loss** caused by a **Security Breach** or **Privacy Breach** in progress.

1.15 Reputation Harm

The **Insurer** shall pay the **Insured Organisation** for its **Reputation Harm Loss**, caused by an **Adverse Media Report** or **Notification** that:

- (a) first occurs during, or within 60 days after, the **Period of Insurance**; and
- (b) directly relates to a **Privacy Breach** or **Security Breach Discovered** during the **Period of Insurance**.

1.16 Dependent Business Interruption - IT Provider

The **Insurer** shall pay the **Insured Organisation**, **Business Interruption Loss** directly caused by an **IT Provider Breach**, **Discovered** during the **Period of Insurance**.

1.17 Dependent Business Interruption - Outsource Provider

The **Insurer** shall pay the **Insured Organisation**, **Business Interruption Loss** directly caused by an **Outsource Provider's Breach Discovered** during the **Period of Insurance**.

Section 2 – Exclusions

2.1 Criminal or Deliberate Acts

The **Insurer** shall not be liable to make payment for **Loss** arising from, based upon, attributable to, or as a consequence of any criminal, dishonest, fraudulent or malicious act or omission, or any known violation of rights or laws, committed:

- (a) by any director or executive officer of the **Insured Organisation**;
- (b) by any partner of the **Insured Organisation** if the **Insured Organisation** is a partnership;
- (c) by any joint-venture partner of the **Insured Organisation** if the **Insured Organisation** is a joint venture; or
- (d) with the consent or knowledge of the **Insured Organisation**.

2.2 Government Action

The **Insurer** shall not be liable to make payment for **Loss** arising from, based upon, attributable to, or as a consequence of any seizure, confiscation, nationalisation, requisition, or destruction of property, by or under the order of domestic or foreign government authority.

2.3 Pollution

The **Insurer** shall not be liable to make payment for **Loss** arising from, based upon, attributable to, or as a consequence of any liability arising from:

- (a) the actual, alleged or, threatened generation, transportation, discharge, emission, dispersal, release, escape, treatment, storage, or disposal of **Pollutants**; or
- (b) any requirement or governmental regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise pollutants or any action taken in contemplation or anticipation of any such regulation, order, direction or request, or any voluntary decision to do so.

2.4 Property Damage

The **Insurer** shall not be liable to make payment for **Loss** under the Liability or Breach Response Insuring Clauses, arising from, based upon, attributable to, or as a consequence of damage to, or destruction of, loss of, or loss of use of, any tangible property.

The **Insurer** shall not be liable to make payment for **Loss** under the Cyber Crime or Business Loss Insuring Clauses, for the damage to, or destruction of, loss of, or loss of use of, any tangible property.

This exclusion shall not apply to **Business Interruption Loss** resulting from the loss of use of a **Computer System**.

2.5 Unsolicited Communication

The **Insurer** will not be liable to make payment for **Loss** arising out of any actual or alleged violation of any law that restricts or prohibits unsolicited communications.

This does not apply to a **Security Breach** under the Breach Response Insuring Clauses.

2.6 Infrastructure

The **Insurer** will not be liable to make payment for **Loss** arising from, based upon, attributable to, or as a consequence of the failure or interruption of any:

- (a) satellite;
- (b) electrical or mechanical systems;
- (c) electric, gas, water, or other utility;
- (d) cable, telecommunications, or Internet service provider; or
- (e) other infrastructure,

except when such is under the **Insured's** control.

2.7 War

The **Insurer** shall not be liable to make payment for **Loss** arising from, based upon, attributable to, or as a consequence of:

- (a) war, including undeclared or civil war;
- (b) warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign, or other authority using military personnel or other agents; or
- (c) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

This exclusion does not apply to an actual or suspected attack against a **Computer System** with intent to cause harm, or further social, ideological, religious, political, or similar objectives, except when in furtherance of (a) through (c) above.

2.8 Bodily Injury

The **Insurer** shall not be liable to make payment for **Loss** for any actual or alleged bodily injury, sickness, disease, or death, provided that this exclusion will not apply to that portion of any **Claim** seeking **Loss** for emotional distress, mental anguish, humiliation or loss of reputation.

2.9 Contractual Liability

The **Insurer** shall not be liable to make payment for **Loss** arising from, based upon, attributable to, or as a consequence of, any liability assumed by an **Insured** under any contract or agreement, whether oral or written.

This exclusion shall not apply to:

- (a) the extent that the **Insured** would have been liable in the absence of such contract or agreement;
- (b) a **Claim** for **Payment Card Contract Penalties**; or
- (c) any privacy or confidentiality obligation that the **Insured** has agreed to under a **Privacy Policy** or non disclosure agreement.

2.10 Controlling Interest

The **Insurer** shall not be liable to make payment for **Loss** for any **Claim** by, or on behalf of, or in the name or right of:

- (a) any **Insured Organisation**; or
- (b) any organisation that at the time the **Wrongful Act** is committed, or the date the **Claim** is made, is owned, operated, or controlled by any **Insured**, or which any **Insured** owns, operates, or controls.

2.11 Ownership Rights

The **Insurer** shall not be liable to make payment for **Loss**, for by, or on behalf of, any independent contractor, joint venture, or venture partner arising from, based upon, attributable to, or as a consequence of, any dispute over ownership rights in any **Covered Material**.

2.12 Intellectual Property

The **Insurer** shall not be liable to make payment for **Loss** for any **Claim** arising from, based upon, attributable to, or as a consequence of, the **Insured's** misappropriation, infringement, or violation of copyrighted software, patent, or trade secret.

2.13 Prior Circumstances

The **Insurer** shall not be liable to make payment for **Loss** for any **Claim** arising from, based upon, attributable to, or as a consequence of, any **Circumstance** of which the **Insured** was, or ought reasonably to have been, aware at the inception date (whether or not notified under any similar insurance in force prior to this Policy, or which this is a renewal or replacement or succeeds in time).

2.14 Securities

The **Insurer** will not pay **Loss** based upon or arising out of:

- (a) a violation of a securities law or regulation; or
- (b) except under the Cyber Crime Insuring Clauses:
 - (i) the ownership of;
 - (ii) the sale or purchase of; or
 - (iii) the offer to sell or purchase, stock or other securities.

2.15 United States of America

The **Insurer** shall not be liable to make payment for **Loss** for any **Claim**:

- (a) made or brought in, or under the laws of, the United States of America, its territories or possessions; or
- (b) arising from, based upon, or attributable to, any loss or damage sustained, or alleged to have been sustained, in the United States of America, its territories or possessions.

2.16 Cyber Crime

The Cyber Crime Insuring Clauses will not apply to:

- (a) loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, or other cards;
- (b) loss resulting from a fraudulent instruction, if the sender or anyone acting in collusion with the sender, ever had authorised access to the **Insured's** password, PIN, or other security code;
- (c) potential income, including interest and dividends, not realised by an **Insured** or **Client**;
- (d) loss resulting from forged, altered, or fraudulent negotiable instruments, securities, documents, or instructions used as source documentation to enter electronic data or send instructions, except to the extent covered under 1.12 Funds Transfer Fraud.

2.17 Labour Disputes

The **Insurer** shall not be liable to make payment for **Loss** under the Business Loss Insuring Clauses based upon, attributable to, or as a consequence of, any of labour disputes.

2.18 Physical Peril

The **Insurer** shall not be liable to make payment for **Loss** based upon, attributable to, or as a consequence of, any fire, smoke, explosion, lightning, wind, rain, hail, surface water, waves, flood, overflow of any body of water, earthquake, earth movement, earth sinking, mudslide, landslide, erosion, volcanic eruption, collapse, wear and tear, rust, corrosion, deterioration, magnetic or electromagnetic fields, extremes of temperature or humidity, or any similar physical event or peril.

2.19 Unlawful Collection

The **Insurer** shall not be liable to make payment for **Loss** arising from, based upon, attributable to, or as a consequence of the collection of **Confidential Data** in violation of law, provided this exclusion will not apply to **Defence Costs**.

Section 3 – Limit of Insurance

3.1 Aggregate Limit of Insurance

The most the **Insurer** will pay for all **Loss** is the Aggregate Limit shown on the Schedule.

3.2 Insuring Clause Limit of Insurance

The most the **Insurer** will pay for all **Loss** under any Insuring Clause is the applicable limit shown on the Schedule, provided:

- (a) Payment of **Loss** under the Dependent Business Interruption – IT Provider, Dependent Business Interruption – Outsource Provider, and Reputation Harm Insuring Clauses is within and will reduce, the remaining Business Interruption Limit.
- (b) The most the **Insurer** will pay for all **Accounting Costs** is the Accounting Costs Limit shown in the Schedule, which is within and will reduce the limit for the applicable Business Loss Insuring Clause.
- (c) If a Betterment Co-participation percentage is shown in the Schedule, such percentage of **Betterment Costs** will be paid by the **Insured**. The **Insurer** will pay the remaining **Betterment Costs**, up to the Betterment Limit shown in the Schedule.

3.3 Additional Insureds

The most the **Insurer** will pay for all **Loss** with respect to an **Additional Insured** is the limit agreed to in the agreement between such **Additional Insured** and the **Insured Organisation**, or the applicable limit shown in the Schedule, whichever is less.

Section 4 – Excess

4.1 Excess

The **Insurer** is liable under this Policy only for that part of any **Loss** arising from each **Claim** or **First Party Event** which exceeds the excess specified in the Schedule. The limit of indemnity applies over and above any excess specified in the Schedule.

The excess specified in the Schedule does not apply to the Rewards, Business Interruption, Dependent Business Interruption – IT Providers, or Dependent Business Interruption – Outsource Providers Insuring Clauses.

4.2 Except for the Betterment Insuring Clause, if more than one excess shall apply to:

- (a) a **Claim**;
 - (b) a **First Party Event**; or
- Claims** and **First Party Events** that share a common nexus, set of facts, circumstance, situation, event, or decision,

the **Insured** shall not pay more than the amount of the largest applicable excess.

- 4.3** The **Insurer**, at its sole discretion, may pay all or part of the excess amount on behalf of any **Insured**, and in such event, the **Insureds** agree to repay the **Insurer** any amounts so paid.

Section 5 - Claims Conditions

5.1 Allocation

With respect to **Loss** that involves covered matters and matters not covered or covered parties and parties not covered under this Policy, the **Insured** and the **Insurer** agree to use their best efforts to determine a fair and proper allocation of the **Loss** and joint settlement amounts as between the **Insured Organisation** and any **Insured Person** based on the relative legal and financial exposures and based upon established judicial principles.

5.2 Claim, First Party Event, or Circumstance Notification

If, during the **Period of Insurance**, an **Authorised Person** becomes aware of any **Claim** or **Circumstance**, or **Discovers** a **First Party Event**, the **Insured** shall give notice to the **Insurer** as soon as practicable and in any event within 30 days following the expiry date.

The **Insurer** agrees that any such **Circumstance** notified to them during the **Period of Insurance** (or within 30 days following the expiry date) which subsequently gives rise to a **Claim** after the expiry date is deemed a **Claim** first made during the **Period of Insurance**.

Notification is deemed to have been made to the **Insurer** if made to Bond and Specialty Claims at Travelers Insurance Company Limited at the address on page 16 of this Policy.

5.3 Discharge of Liability

The **Insurer** may, at any time, pay the **Insured**, in connection with any **Claim** under this Policy, the **Limit of Indemnity** less any sums already paid or any lesser sum (after deduction of the excess) for which such **Claim** can be settled, and, upon such payment, the **Insurer** shall not be under any further liability in respect of such **Claim** except for **Defence Costs** incurred prior to such payment, but only up to the **Limit of Indemnity**.

The **Insurer** shall not be liable for any loss which the **Insured** may claim to have sustained in consequence of the **Insurer** taking the action described in this clause.

5.4 Territory and Financial Interest Coverage

This Policy applies anywhere in the world, but it does not apply to **Loss** incurred by an **Insured** residing or domiciled in a country or jurisdiction in which the **Insurer** is not licensed to provide this

insurance, to the extent that providing this insurance would violate any applicable foreign law or regulation ("Foreign Loss").

If an **Insured Organisation** incurs Foreign Loss, the **Insurer** will reimburse the first named **Insured** for such Foreign Loss because of the first named **Insured's** financial interest in such **Insured Organisation**. If an **Insured Person** incurs Foreign Loss not indemnified by an **Insured Organisation**, such Foreign Loss will be paid in a country or jurisdiction mutually acceptable to such **Insured Person** and the **Insurer**, to the extent that doing so would not violate any applicable foreign law or regulation.

5.5 Insurer's Consent

The **Insured** must obtain the **Insurer's** written consent, which shall not be unreasonably withheld or delayed, before any:

- (a) admission of liability is made;
- (b) consent to judgment is given;
- (c) **Defence Costs** are incurred;
- (d) legal representative is retained to defend any **Insured** or any steps taken in connection with any **Claim** or other legal proceedings that may potentially be covered by this Policy, unless required to do so pursuant to the law applicable to such **Claim** or other legal proceedings;
- (e) **Claim** is settled; or
- (f) costs or expenses are incurred.

5.6 Senior Counsel

If the **Insured** and the **Insurer** cannot agree on a common course of action with regard to the contesting of any legal proceedings, the dispute shall be resolved by reference to a Senior Counsel of the English Bar whose decision shall be binding. In the event of disagreement regarding the appointment of Senior Counsel, the Senior Counsel shall be appointed by the Chairman for the time being of the Bar Council.

The **Insurer** or the **Insured** shall only be required to contest legal proceedings where the Senior Counsel shall advise that there are reasonable prospects of successfully defending the proceedings or limiting the exposure of the **Insured** to legal liability.

The costs of appointing the Senior Counsel shall be equally split between and paid for by the **Insurer** and the **Insured**.

5.7 Single Claims and Single First Party Events

Where two or more **Claims** or **Circumstances** (whether made against, or involving one or more persons or entities comprising the **Insured**, and whether made by the same or different claimants, whether instituted or pursued in the same or different jurisdictions, whether falling under one or

more Insuring Clauses or Additional Benefits of this Policy, and whether notified separately or in a consolidated notification to the **Insurer**), or two or more **First Party Events** arise directly or indirectly from, or are in connection with or are directly or indirectly attributable to:

- (a) the same originating cause, source or event;
- (b) one act or omission;
- (c) the same or similar acts or omissions; or
- (d) acts or omissions in or in respect of one matter or transaction or in respect of a series of matters or transactions,

they will be considered a single **Claim, Circumstance, or First Party Event**, whichever is applicable, and such:

- (i) **Claim or Circumstance** is deemed to have been made at the time the first of such **Claims or Circumstances** was made; and
- (ii) **First Party Event** is deemed to have occurred at the time of the first of such **First Party Events**,

whether prior to or during the **Period of Insurance**.

5.8 Conduct of Claim

The **Insured**, against whom a **Claim** is made, shall take all reasonable steps to defend such **Claim**, and not to do anything to prejudice the position of the **Insurer**.

The **Insurer** shall have no duty to defend any **Claim** made against any **Insured**, but with respect to any such **Claim** that may potentially be covered by this Policy, shall have the right to be provided with all information concerning such **Claim** as the **Insurer** shall reasonably require, and kept fully informed of all matters relating to or concerning the investigation, defence, or settlement of any such **Claim**, and shall have the right to receive copies of all relevant documentation relating thereto.

Following notification of a **Claim, or Circumstance** where applicable, the **Insured** shall give to the **Insurer** all information and assistance as the **Insurer** may reasonably require, and shall co-operate with the **Insurer**, and any representative appointed by the **Insurer**, by:

- (a) providing information, signed statements or, depositions as may be required in the defence or investigation of any **Claim, Circumstance, or issue** relating to policy response;
- (b) ensuring payment on demand of the excess in conjunction with the terms of any settlement (including any payment into court) agreed to by the **Insurer**;
- (c) promptly and fully informing the **Insurer** of all developments of which the **Insured** becomes

aware concerning any reported **Claim or Circumstance**;

- (d) continuing to provide information, assistance and signed statements as may reasonably be required to permit the **Insurer** to exercise rights of subrogation; and
- (e) agreeing to the appointment of legal representation chosen by the **Insurer**.

The **Insured** must co-operate with the **Insurer** in the investigation and settlement of any **First Party Event**.

5.9 Defence Costs

Any payments of **Defence Costs** to or on behalf of an **Insured** which have been made by the **Insurer** shall be repaid to the **Insurer** by the **Insured** to whom such payments related in the event it is established such **Insured** had no entitlement to payment of **Loss** under the terms and conditions of this policy.

5.10 Proof of Loss

Only with respect to the **First Party Insuring Clauses**, the **Insured** must provide the **Insurer** with a detailed proof of loss statement as soon as practicable and, in any event within 6 months of the **First Party Event**.

Section 6 - General Conditions

6.1 Applicable Law

This Policy and any dispute, claim, or difference concerning this Policy (including its validity and application) is governed exclusively by and construed in accordance with the laws of England and Wales, whose courts shall have exclusive jurisdiction save where there is a reference to arbitration as provided for in General Condition 6.2 Arbitration.

6.2 Arbitration

Any dispute, claim, or difference between the **Insurer** and the **Insured** as to the correct interpretation of this Policy shall be referred by either party to a single arbitrator in accordance with the Arbitration Act 1996, to be chosen by agreement or, in default, to be appointed by the President of the Chartered Institute of Arbitrators, whose decision shall be binding on both parties.

6.3 Assignment

This Policy may not be assigned or transferred, and any attempted assignment or transfer is void and without effect unless the **Insurer** has provided its prior written consent to such assignment or transfer.

6.4 Cancellation

This Policy may not be cancelled by any party, except by the **Insurer** for failure to pay the premium, in which case 30 days written notice shall be given to the **Insured** or the representative

responsible for placing this coverage with the **Insurer**. Unless payment in full is received before the expiration of the 30 days written notice period, cancellation shall be effective from the inception date. This Policy shall terminate at the expiry of the **Period of Insurance** as stated in the Schedule.

6.5 Contracts (Rights of Third Parties) Act 1999

Any natural person or entity who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy; provided, this General Condition does not affect any right or remedy of a third party which exists or is available apart from such Act.

6.6 Currency

All amounts under this Policy are expressed and payable in the currency in which the premium has been paid. If judgment is rendered, settlement is denominated, or any other element of **Loss** under this Policy is stated in any other currency, payment shall be made at the spot exchange rate published by the Bank of England on the date the payment of **Loss** is due.

6.7 Innocent Misrepresentation and Non-Disclosure

With respect to any misrepresentation or non-disclosure by any **Insured**, the **Insurer** waives its right to avoid or rescind this Policy in whole or in part; provided:

- (a) such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive;
- (b) the **Insurer** shall be entitled to amend the terms, conditions, and premium for this Policy upon review of any information previously misrepresented or not disclosed to the **Insurer**; and
- (c) the **Insurer** is entitled to determine the effective date of any amendments in consequence of the exercising of their rights under this General Condition.

6.8 Joint Insureds

The **Insured Organisation** as stated in the Schedule is the agent on behalf of all **Insureds** for all purposes in connection with this Policy.

6.9 Liquidation and Change of Control

If, during the **Period of Insurance** the policyholder is placed into liquidation or administration, or a **Change of Control** occurs, then cover provided under:

- (a) Section 1, Cyber Liability and Breach Response Insuring Clauses, will continue in full force and effect with respect to any **Wrongful Acts** or **First Party Events** occurring before such event; and

- (b) Section 1, Cyber Crime and Business Loss Insuring Clauses, shall cease with immediate effect.

For the purposes of this General Condition, voluntary liquidation or administration shall be treated as having occurred on the date upon which that entity passes a resolution for voluntary liquidation or administration. Compulsory liquidation or administration shall be treated as having occurred on the date upon a petition for the compulsory liquidation or administration of that entity is presented to the relevant authorities.

6.10 No Warranties or Conditions Precedent

No term in this policy, including where expressed as a warranty or condition precedent is deemed a warranty or condition precedent such as to automatically discharge the **Insurer** from any liability upon its breach. The **Insurer** shall enforce any term that would otherwise be deemed a warranty or condition precedent as a policy condition only.

6.11 Other Insurance

In respect of:

- (a) Section 1, Breach Response Insuring Clauses and, Business Loss Insuring Clauses, this Policy will apply as primary insurance;
- (b) Section 1 Liability and Cyber Crime Insuring Clauses, this Policy will apply only as excess of any other valid and collectible purchased insurance except in respect of any amount which is beyond the amount which would have been payable under such policy had this Policy not been effected.

6.12 Sanctions

This Policy shall not be deemed to provide cover, nor shall the **Insurer** have any liability 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 the **Insurer** 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.

6.13 Subrogation and Recoveries

The **Insurer** shall be subrogated to all the **Insured's** rights of recovery, contribution, or indemnity against any natural person or entity before or after any payments under this Policy. The **Insured** shall do whatever is necessary to secure such rights. The **Insured** shall do nothing to prejudice such rights.

However, the **Insurer's** right to subrogation will not apply if the **Insured**, prior to the date of a **Wrongful Act** or **First Party Event**, has waived its rights of recovery.

All recoveries from third parties shall be applied, after first deducting the costs and expenses incurred in obtaining such recovery, in the following order of priority:

- (a) first, to the **Insured** to reimburse the amount it has paid which would have been paid hereunder but for the fact that it is in excess of the applicable **Limit of Indemnity**;
- (b) second, to the **Insurer** to reimburse the amount paid hereunder; and
- (c) third, to the **Insured** in satisfaction of any applicable excess.

Provided, recoveries do not include any recovery from insurance, suretyship, reinsurance, security or indemnity taken for the **Insured's** benefit.

6.14 Subsidiaries

If, during the **Period of Insurance** the **Insured Organisation** acquires or creates a **Subsidiary**, then automatic cover shall apply to the newly acquired or created **Subsidiary** and to all persons that would fall within the policy definition of an **Insured Person** of the newly acquired or created **Subsidiary** for any **Wrongful Act** committed or taking place, or for any **First Party Event** occurring, after the effective date of such acquisition or creation; provided, such **Subsidiary**:

- (a) does not increase the **Insured's** total consolidated assets as stated in its last published annual report and accounts by more than 50%;
- (b) does not have any **Securities** listed on any stock exchange; and
- (c) is not a financial institution.

If any acquisition or creation breaches one or more of the criteria listed in (a), (b), or (c), then the **Insurer** shall automatically provide coverage for a period of 60 days after the date of acquisition or creation of such **Subsidiary** or the end of the **Period of Insurance**, whichever is the sooner.

The **Insurer** shall only provide cover for **First Party Loss Discovered** or a **Claim** against any **Subsidiary** or any **Insured Person** of any **Subsidiary** for any **Wrongful Act** committed or taking place, whilst such entity is or was a **Subsidiary** of the **Insured Organisation**.

6.15 Ownership of Property; Interests Covered

The property covered under Section 1 Cyber Crime Insuring Clauses is limited to property:

- (a) that the **Insured Organisation** owns or leases, or holds for others; or
- (b) for which the **Insured Organisation** is legally liable, except for property located inside the **Insured Organisation's** client's premises or such client's financial institution premises.

6.16 Valuation

The following valuations apply to the **First Party Insuring Clauses**:

- (a) **Money**, other than **Virtual Currency** and **Securities**, is valued at the close of business on the day the on the date of payment of **Loss** determined by the value published in the London Edition of the Financial Times, or the actual cost of replacing the **Securities**, whichever is less;
- (b) **Virtual Currency** is valued in the currency for which premium is paid on the date of payment of **Loss** as determined at the rate of exchange agreed between the **Insurer** and **Insured**; and
- (c) **Other Property** is valued for the lessor of the actual cash value of the **Other Property** on the date the **First Party Event** was **Discovered**, or the cost to replace such **Other Property** with comparable property, but only after such property is actually replaced.

Section 7 - Definitions

7.1 Accounting Costs

means the reasonable fees or costs of a forensic accounting firm, incurred by the **Insured Organisation**, to calculate **Income Loss**, even if such calculation shows there has been no **Income Loss**.

7.2 Additional Insured

means a person or entity, not otherwise an **Insured**, with whom the **Insured Organisation** has entered into a written agreement to include as an **Insured**, but only for **Wrongful Acts**:

- (a) by, or on behalf of, the **Insured Organisation** under such agreement; and
- (b) that occur after the **Insured Organisation** has executed such agreement.

7.3 Adverse Media Report

means any communication of an actual or potential **Privacy Breach** or **Security Breach** by a media outlet. Multiple **Adverse Media Reports** regarding the same **Privacy Breach** or **Security Breach** shall be deemed one **Adverse Media Report**.

7.4 Approved Provider

means a service provider approved by the **Insurer** in writing to the **Insured**.

7.5 Authorised Person

means any person while the **Insured's**:

- (a) chief executive officer;
- (b) chief financial officer;
- (c) chief information security officer;

- (d) risk manager;
- (e) in-house general counsel; or
- (f) the functional equivalent of (a) through (e).

7.6 Betterment Costs

means the reasonable costs incurred and paid by the **Insured**, with the **Insurer's** written consent, for hardware or software to improve a **Computer System** after a **Security Breach**, if:

- (a) the **Security Breach** has been stopped or contained, and resulted in covered **Computer and Legal Expert Costs**;
- (b) the **Approved Provider** that provided computer services in response to such **Security Breach**:
 - (i) has identified a weakness in a **Computer System** that caused, or contributed to, the **Security Breach**; and
 - (ii) recommends the improvements to prevent a future **Security Breach** from exploiting such weakness; and
- (c) such improvements are incurred and paid for by the **Insured** within the earlier of 90 days after the recommendation by the **Approved Provider** or the end of the **Period of Insurance**.

Costs for improvements that are subject to a licence, lease, or subscription will be limited to the pro rata portion of such costs for the first 12 months.

Betterment Costs do not include wages, benefits, or overheads of any **Insured**.

7.7 Business Interruption Loss

means:

- (a) **Income Loss** and **Extra Expense** incurred or paid by the **Insured Organisation** during the **Period of Restoration**; and
- (b) **Accounting Costs**, if the **Insured Organisation's** business operations are interrupted beyond the **Wait Period**.

Business Interruption Loss does not include loss arising out of harm to the **Insured Organisation's** reputation.

7.8 Change of Control

means the:

- (a) acquisition of the **Insured** (or more than 50% of its total consolidated assets as stated in its last published annual report and accounts) by another entity, or the merger or consolidation of the **Insured** into or with another entity such that the **Insured** is not the surviving entity; or

- (b) obtaining by any person, entity, or affiliated group of persons or entities the right to elect, appoint, or designate more than fifty percent (50%) of the board of directors, board of trustees, board of managers, or functional equivalent thereof, or to exercise a majority control of the board of directors, board of trustees, board of managers, or a functional equivalent thereof, of the **Insured**.

7.9 Circumstance

means an incident, occurrence, fact, matter, act, or omission, which, regardless of Section 4 Excess is reasonably likely to give rise to a **Claim**.

7.10 Claim

means:

- (a) a written demand for monetary damages or non-monetary relief;
- (b) a civil mediation or arbitration proceeding (including any counter-claim seeking; compensation, or other legal remedy) commenced by service of a complaint or similar proceeding;
- (c) receipt of a formal notice of a criminal proceeding or the filing of charges;
- (d) for the Regulatory Proceeding Insuring Clause only a **Regulatory Proceeding**; or
- (e) assertion of a liability,

made or brought against the **Insured** for a **Wrongful Act**.

7.11 Client

means a person or entity to whom the **Insured Organisation** provides goods or services.

7.12 Computer and Legal Expert Costs

means the reasonable fees or costs incurred or paid by the **Insured** for services recommended and provided by an **Approved Provider**, to:

- (a) conduct a forensic analysis to determine the existence and cause of a **Cyber Extortion Threat, Privacy Breach, or Security Breach**;
- (b) determine whose **Confidential Data** was lost or stolen; or accessed or disclosed without authorisation;
- (c) contain or stop a **Privacy Breach** or **Security Breach** in progress;
- (d) certify the **Computer System** meets **Payment Card Security Standards**, if a **Security Breach Discovered** during the **Period of Insurance** results in noncompliance with such standards, but only for the first certification; or
- (e) provide legal services to respond to a **Privacy Breach** or **Security Breach**.

Computer and Legal Expert Costs does not include **Defence Costs** or **Privacy Breach Notification Costs**.

7.13 Computer Fraud

means an intentional, unauthorised, and fraudulent entry or change of data or computer instructions directly into a **Computer System** that is not made by an **Insured Person**, an **Independent Contractor**, or any individual under the direct supervision of the **Insured Organisation**, and causes **Money**, **Securities**, or **Other Property** to be transferred, paid, or delivered from inside the **Insured Organisation's** premises or the **Insured Organisation's** financial institution premises, to a place outside of such premises.

Computer Fraud does not include **Social Engineering Fraud**.

7.14 Computer System

means a computer and connected input, output, processing, storage, or communication device, or related network, operating system, website, or application software, that is:

(a) under the operational control of, and owned by, licensed to, or leased to:

- (i) the **Insured Organisation**; or
- (ii) an **Insured Person**, but only while authorised by, and in the course of transacting business on behalf of, the **Insured Organisation**; however, this will not apply to Section 1 Data Restoration, Betterment or Cyber Crime Insuring Clauses; or

(b) operated an **IT Provider**, but only the part of such computer system used to provide information technology services to the **Insured Organisation**, however, this subparagraph (b) will not apply to the Section 1 Betterment or Business Interruption Insuring Clauses.

7.15 Confidential Data

means a third party's or **Insured Person's** private or confidential information that is in the care, custody, or control of, or processed by, the **Insured Organisation**, or a service provider acting on behalf of the **Insured Organisation**.

7.16 Covered Material

means content that is created or disseminated, via any form or expression, by, or on behalf of, the **Insured Organisation**.

Covered Material does not include tangible product designs, or content created or disseminated by the **Insured Organisation** on behalf of a third party.

7.17 Cyber Extortion Expenses

means, with the **Insurer's** prior written consent:

- (a) a **Ransom**;
- (b) reasonable amounts incurred or paid by the **Insured** in the process of paying, or attempting to pay, a **Ransom**; or
- (c) reasonable amounts incurred by the **Insured Organisation**, recommended by an **Approved Provider**, to mitigate **Cyber Extortion Expenses**.

7.18 Cyber Extortion Threat

means any threat made to the **Insured Organisation** to:

- (a) access or disclose **Confidential Information** or an **Insured Organisation's** information without authorisation; or
- (b) commit or continue a **Security Breach**.

7.19 Data Restoration Expenses

means reasonable costs incurred by the **Insured Organisation** with the **Insurer's** prior written consent, to:

- (a) restore or recover damaged or destroyed computer programs, software or other electronic data stored within a **Computer System**, to the condition that existed immediately preceding a **Security Breach** or;
- (b) determine that such computer programs, software or other electronic data cannot reasonably be restored, or recovered.

Data Restoration Expenses do not include:

- (i) expenses incurred to recover or replace computer programs, software or other electronic data which the **Insured Organisation** did not have a license to use;
- (ii) expenses to design, update, or improve the operation of computer programs, software; or
- (iii) expenses incurred to recreate work product, research or analysis.

7.20 Defence Costs

means any reasonable legal or investigative costs, fees or, expenses, incurred by the **Insured** with the prior written and continuing consent of the **Insurer**, not to be unreasonably withheld or delayed, resulting from:

- (a) defending any proceedings relating to a **Claim**;
- (b) conducting any proceedings for indemnity, contribution, or recovery relating to a **Claim**; or
- (c) investigating, assessing, negotiating, adjusting, mediating, arbitrating, compromising, responding to, or otherwise settling any **Claim**.

Defence Costs include any reasonable costs, fees or expenses incurred by an **Insured** in respect, or in the defence, of any **Claim** first made during the

Period of Insurance, where an **Insured Person** is required to attend an official inquiry, or appear before a court, tribunal, or arbitration hearing as a witness, provided, the maximum amount available shall not exceed £350 per **Insured Person** per day.

Defence Costs does not include the remuneration of any **Insured Person**, any internal or overhead expenses of the **Insured**, or the cost of any **Insured's** time.

7.21 Discover/ Discovered / Discovery means when any **Authorised Person** first becomes aware of facts that would cause a reasonable person to assume that **First Party Loss** has been or will be incurred.

7.22 Employee means any natural person who is:

- (a) acting under a contract of service or apprenticeship with the **Insured Organisation**; or
- (b) supplied to or seconded to, or hired by or borrowed by, the **Insured Organisation**, including students, trainees, locums, or other natural persons undertaking study or work experience, whilst employed or engaged by the **Insured Organisation**,

in connection with its business.

7.23 Extra Expense Means reasonable costs incurred by the **Insured Organisation**, with the Insurer's written consent, that:

- (a) result from a **First Party Event**;
- (b) are in excess of the **Insured Organisation's** normal operating costs;
- (c) are intended to reduce **Income Loss**; and
- (d) would not have been incurred had there been no **First Party Event**.

Extra Expense also includes such reasonable costs incurred by the **Insured Organisation**, with the Insurer's written consent, to replace any **Non-Functional Equipment** with functionally equivalent equipment, if such **Non-Functional Equipment** is inoperable directly as a result of a **Security Breach**, and if reasonable attempts to restore such **Non-Functional Equipment** fail. Such costs may include newer versions or models of such **Non-Functional Equipment**.

7.24 First Party Event means **Computer Fraud, Fraudulent Impersonation, Cyber Extortion Threat, IT Provider Breach, Outsource Provider Breach, Privacy Breach, Security Breach, Social Engineering Fraud, System Failure,**

Telecommunications Fraud or Vendor or Client Payment Fraud.

7.25 First Party Insuring Clauses means **Breach Response Insuring Clauses, Business Loss Insuring Clauses, and Cyber Crime Insuring Clauses.**

7.26 First Party Loss means:

- (a) **Betterment Costs**;
- (b) **Business Interruption Loss**;
- (c) **Computer and Legal Expert Costs**;
- (d) **Computer System Expenses**;
- (e) **Cyber Extortion Costs**;
- (f) **Data Restoration Costs**;
- (g) **Money, Other Property, or Securities**, when covered under the **Cyber Crime Insuring Clauses**;
- (h) **Privacy Breach Notification Costs**;
- (i) **Public Relations Expenses**;
- (j) **Securities**; or
- (k) **Telecom Charges.**

First Party Loss other than **Accounting Costs** does not include amounts incurred to establish **First Party Loss**, or to prepare the **Insured Organisation's** proof of loss.

7.27 Fraudulent Impersonation means a fraudulent instruction that:

- (a) is electronically sent to a financial institution that is not an **Insured**, at which the **Insured Organisation** maintains an account;
- (b) directs the transfer, payment, or delivery of **Money** or **Securities** from the **Insured Organisation's** account;
- (c) is purportedly sent by the **Insured Organisation**;
- (d) is sent by someone, other than an **Insured**; and
- (e) is sent without the **Insured Organisation's** knowledge or consent.

Fraudulent Impersonation does not include **Social Engineering Fraud.**

7.28 Impacted Parties means the persons or entities whose **Confidential Data** was, or is suspected to have been, stolen or lost, or accessed or disclosed without authorisation.

7.29 Income Loss means pretax net profit the **Insured Organisation** did not earn, or net loss the **Insured Organisation** incurred, because of a **First Party Event**. Continuing normal and necessary operating expenses and payroll are part of the pretax net profit or net loss calculation.

Income Loss does not include:

- (a) **Extra Expense**;
- (b) contractual penalties;
- (c) costs incurred to replace or improve a **Computer System** to a level of functionality beyond what existed prior to the **First Party Event**;
- (d) costs incurred to identify or remediate computer system errors or vulnerabilities;
- (e) interest or investment income; or
- (f) loss incurred due to unfavorable business conditions not related to the **First Party Event**.

7.30 Independent Contractor

means a natural person, other than an **Employee**, only while performing services for the **Insured Organisation** under a written agreement.

7.31 Insured

means any:

- (a) **Insured Organisation**;
- (b) **Insured Person**; and
- (c) for the Liability Insuring Clauses only, **Additional Insureds**.

7.32 Insured Organisation

means the policyholder, and any **Subsidiary**.

7.33 Insured Person

means any natural person who was, is, or becomes a member of the board of directors, board of trustees, board of managers, board of governors, officer, **Employee**, partner, member of an LLP, or functional equivalent executive of the **Insured Organisation** in their capacity as such.

For purposes of the **Liability Insuring Clauses** only, **Insured Person** includes **Independent Contractors**.

7.34 Insurer

means Travelers Insurance Designated Activity Company (UK Branch).

7.35 IT Provider

means any entity while under a written agreement with the **Insured Organisation** to provide it with:

- (a) hosted computer application services;
- (b) cloud services or computing;
- (c) electronic data hosting, back-up, storage, and processing;
- (d) co-location services;
- (e) platform-as-a-service; or
- (f) software-as-a-service.

7.36 IT Provider Breach

means:

- (a) unauthorised access to;
- (b) use of authorised access to cause intentional harm to;
- (c) a denial-of-service attack against; or
- (d) the introduction of a **Virus** into,

an **IT Provider's** computer system, resulting in total or partial interruption of such system.

7.37 Loss

means:

- (a) **Defence Costs**;
- (b) damages (including punitive, exemplary, or multiple damages), as a result of a judgment or award made by a competent court or tribunal, or a settlement;
- (c) **Payment Card Contract Penalties**; or
- (d) for the Regulatory Proceedings Insuring Clause, **Regulatory Fines and Penalties**; or
- (e) for the **First Party Insuring Clauses**, **First Party Loss**.

Loss does not include:

- (a) civil or criminal fines, penalties, sanctions, or taxes except for **Payment Card Contract Penalties** or **Regulatory Fines and Penalties**;
- (b) cost of complying with any order for, grant of, or agreement to provide, injunctive or non-monetary relief;
- (c) amounts uninsurable under applicable law;
- (d) restitution, return, or disgorgement of profits; or
- (e) liquidated damages in excess of the amount for which the **Insured** would be liable absent the liquidated damages provision of a contract.

7.38 Media Act

means any actual or alleged:

- (a) unintentional infringement of copyright, title, slogan, trademark, trade dress, service mark, domain name, logo or service name;
- (b) unauthorised use of a literary or artistic format, character, or performance;
- (c) invasion or interference with an individual's right of privacy or publicity, including commercial appropriation of name, persona, voice or likeness;
- (d) unintentional defamation, trade libel, or tort of injurious falsehood;
- (e) misappropriation of ideas under an implied contract; or
- (f) improper deep-linking or framing,

in any **Covered Material**.

- 7.39 Merchant Service Agreement**
means a contract between the **Insured Organisation** and an acquiring bank or other acquiring institution that establishes the terms and conditions for accepting and processing payment card transactions.
- 7.40 Money**
means currency, coins, or bank notes in circulation, bullion, **Virtual Currency**, traveler's cheques, certified or cashier's cheques, or money orders.
- 7.41 Non-Functional Equipment**
means any inoperable computer, input, output, processing, storage, or communication device owned by, leased to, licensed to, or under the direct operational control of, the **Insured Organisation**, or an **Insured Person**, while authorised by, and transacting business on behalf of, the **Insured Organisation**.
- 7.42 Notification**
means written notice to **Impacted Parties** about a **Privacy Breach** or **Security Breach**. Multiple **Notifications** about the same **Privacy Breach** or **Security Breach** are deemed one **Notification**.
- 7.43 Other Property**
means any tangible property other than **Money** and **Securities** that has intrinsic value.
- 7.44 Outsource Provider**
means any provider, other than an **IT Provider**, which performs services, other than information technology services, for the **Insured Organisation** pursuant to a written contract and that are necessary for the **Insured Organisation** to conduct business operations.
- 7.45 Outsource Provider Breach**
means:
- (a) unauthorised access to;
 - (b) use of authorised access to cause intentional harm to;
 - (c) a denial-of-service attack against; or
 - (d) the introduction of a **Virus** into,
- an **Outsource Provider's** computer system, resulting in total or partial interruption of such system.
- 7.46 Payment Card Contract Penalties**
means fines, penalties, or assessments, imposed against the **Insured Organisation** under a **Merchant Service Agreement** for non-compliance with **Payment Card Security Standards**.
- 7.47 Payment Card Security Standards**
means the Payment Card Industry Data Security Standard (PCI-DSS), or similar standard, to which the **Insured Organisation** has agreed in a **Merchant Service Agreement**.
- 7.48 Period of Indemnity**
Means the 60-day period beginning on the first **Notification** or **Adverse Media Report**, whichever is first.
- 7.49 Period of Insurance**
Means the period stated in the Schedule.
- 7.50 Period of Restoration**
means the period of time that begins after the **Wait Period** ends, and ends on the earlier of:
- (a) the expiration of the Period of Restoration shown in the Schedule; or
 - (b) when the **Insured Organisation's** business operations have been restored for a consecutive 24-hour period to the level of operation that existed immediately before the **First Party Event**.
- 7.51 Pollutant**
means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 7.52 Privacy and Security Act**
means:
- (a) the failure to prevent a **Privacy Breach**;
 - (b) the failure to destroy **Confidential Data**;
 - (c) a violation of law, when alleged in connection with (a) or (b);
 - (d) the failure to provide **Notification** required by law;
 - (e) the failure to comply with a **Privacy Policy**;
 - (f) the unauthorised, unlawful, or wrongful collection of **Confidential Data**; or
 - (g) the failure to prevent a **Security Breach**, directly resulting in the:
 - (i) alteration or deletion of **Confidential Data**;
 - (ii) transmission of a **Virus** into a computer or network system that is not a **Computer System**;
 - (iii) participation in a denial-of-service attack directed against a computer or network system that is not a **Computer System**; or
 - (iv) failure to provide an authorised user with access to a **Computer System**.
- 7.53 Privacy Breach**
means the loss or theft of, or unauthorised access to, or disclosure of, **Confidential Data**.

7.54 Privacy Breach Notification Expenses
means reasonable fees, costs or expenses incurred by the **Insured Organisation**, voluntarily or as required by agreement or law, for:

- (a) printing and delivering notice to;
- (b) providing credit or identity monitoring for up to 24 months, or longer where required by law, to;
- (c) call centre services for;
- (d) the costs to purchase an identity fraud insurance policy to benefit natural persons who are; or
- (e) with the **Insurer's** prior written consent, other services to mitigate **Loss** or provide notice to,

Impacted Parties, if recommended and provided by an **Approved Provider**.

7.55 Privacy Policy
Means the **Insured Organisation's** publicly available policies or procedures regarding **Confidential Data**.

7.56 Public Relations Expenses
means reasonable fees, costs, and expenses, for public relations services recommended and provided by an **Approved Provider** to mitigate any actual or potential negative publicity.

7.57 Ransom
means **Money**, **Securities**, or the fair market value of property or services, paid or surrendered by, or on behalf of, the **Insured**, in direct response to a **Cyber Extortion Threat**.

Ransom will be valued as of the date paid or surrendered.

7.58 Regulatory Proceeding
means any proceeding brought by, or on behalf of, any regulator, government body, government agency, official trade body, or any other body empowered by statute to investigate the affairs of the **Insured Organisation**.

7.59 Regulatory Fines and Penalties
means civil fines, civil monetary penalties, or amounts deposited into a consumer redress fund, imposed in a **Regulatory Proceeding**, but only to the extent they are insurable.

7.60 Reputation Harm Loss
means damage to the **Insured Organisation's** reputation incurred during the **Period Of Indemnity** that results in **Income Loss**.

Reputation Harm Loss does not include coupons, price discounts, prizes, awards, or consideration given by the **Insured** in excess of the contracted or expected amount.

7.61 Rewards Expenses
means the reward paid other than to **Insureds** for information that directly leads to the conviction of any person for committing or attempting to commit any illegal act related to the cover provided under this Policy.

7.62 Securities
means negotiable and non-negotiable instruments or contracts representing **Money**, other than **Virtual Currency**, or **Other Property** but does not include **Money** or **Other Property**, letters of credit, bills of lading, shipping documents, warehouse receipts, trust receipts, accounts receivable, or any other bill, document or receipt similar in nature or effect or serving a similar purpose.

7.63 Security Breach
means:

- (a) the unauthorised access to;
- (b) the use of authorised access to cause intentional harm to;
- (c) a denial-of-service attack against; or
- (d) the introduction of a **Virus** into,

a **Computer System**.

7.64 Social Engineering Fraud
means intentionally misleading an **Insured Person**, by providing an instruction that:

- (a) is not made by an **Insured**;
- (b) is purportedly from a **Vendor**, **Client**, or **Insured Person**;
- (c) directs the **Insured Person** to transfer, pay, or deliver **Money** or **Securities**;
- (d) contains a misrepresentation of material fact; and
- (e) is relied upon by the **Insured Person**, believing the material fact to be true.

7.65 Subsidiary
means any entity in which the **Insured Organisation** directly or indirectly holds:

- (a) more than 50% of the issued share capital;
- (b) a majority of the voting rights; or
- (c) the right to appoint or remove a majority of the board of directors.

7.66 System Failure
means:

- (a) an error or omission in the operation of a **Computer System** by an **Employee** or **IT Provider**; or
- (b) an error or omission by an **Employee** or **IT Provider** that occurs during the development

or encoding of a program, application, or operating system,

which results in a loss, alteration, destruction, or loss of use of, computer programs, software, or other electronic data stored within a **Computer System**.

7.67 Telecom Charges

means amounts charged to the **Insured Organisation** by its telephone service provider.

7.68 Telecom Fraud

Means the unauthorised access to, or use of, the **Insured Organisation's** telephone system by a person or entity other than an **Insured Person**.

7.69 Transfer Verification

means:

- (a) with respect to a **Vendor** or **Client**, calling a telephone number that:
 - (i) was provided by the **Vendor** or **Client** when the written agreement or other arrangement was first established with the **Insured**;
 - (ii) replaced a telephone number previously provided by the **Vendor** or **Client**, provided that confirmation of the legitimacy of the change was achieved through verbal contact with the **Vendor** or **Client** at the previously provided telephone number; or
 - (iii) replaced a telephone number previously provided by the **Vendor** or **Client** and was received by the **Insured** at least 30 days prior to the receipt of the instruction; or
 - (iv) verifying and ensuring that a genuine requestors' work email address has been used for such email instruction;
- (b) with respect to an **Employee**, calling a telephone number obtained on a published or electronic company directory maintained by the **Insured**, or having an in-person conversation with the **Employee**.

7.70 Vendor

means a person or entity that provides goods or services to the **Insured Organisation** under an agreement.

7.71 Vendor or Client Payment Fraud

means an instruction that intentionally misleads a **Vendor** or **Client**, when such instruction:

- (a) is not made by an **Insured**;
- (b) is purportedly from an **Insured**;
- (c) directs such **Vendor** to perform services or deliver goods, or such **Client** to deliver payment to, an unintended recipient;

- (d) contains a misrepresentation of material fact; and
- (e) is relied upon by such **Vendor** or **Client**, believing the material fact to be true.

7.72 Vendor or Client Payment Fraud Loss

means:

- (a) **Money** owed to the **Insured Organisation** but not collected for services rendered or goods delivered to a **Client**; or
- (b) the amount the **Insured Organisation** paid to a **Vendor** for goods or services the **Insured Organisation** did not receive,

directly caused by **Vendor or Client Payment Fraud**.

7.73 Virtual Currency

means a publicly available digital or electronic medium of exchange used and accepted as a means of payment.

Virtual Currency does not include coupons, discounts, gift cards, rebates, reward points, or similar mediums of exchange.

7.74 Virus

means malicious code that could destroy, or change the integrity or performance of, electronic data, software, or operating systems.

7.75 Wait Period

means the Wait Period shown in the CyberRisk Schedule. It begins when a total or partial interruption to an **Insured Organisation's** business operations is caused by a **First Party Event**. A separate **Wait Period** applies to each unrelated **First Party Event**.

7.76 Wrongful Act

means any **Privacy and Security Act** or **Media Act**.

Section 8 - Important Information

Please read this Policy carefully to ensure that it is in accordance with your requirements and that you understand its terms, exclusions and conditions. Please contact us immediately if any corrections are necessary.

Any enquiries you may have regarding your Policy may be addressed either to the insurance broker who arranged the Policy for you or directly to us.

Contact Details for Notification of Claims, Circumstances and Requests for Indemnity

If you wish to make a claim, please contact the insurance broker who arranged the policy or contact us quoting your policy number. Please also refer to our on-line guidance on how to make a claim which can be found at travelers.co.uk.

Travelers Insurance Designated Activity Company (UK Branch)
Bond and Specialty Claims
One Creechurch Place
Creechurch Lane
London, EC3A 5AF.

Email: reportclaim@travelers.com

Tel 0800 587 8388
Fax 020 3116 2139

COMPLAINTS PROCEDURE

Our promise to you

- We will acknowledge complaints promptly
- We will investigate quickly and thoroughly
- We will keep you informed of progress
- We will do everything to resolve your complaint fairly
- We will learn from our mistakes and use your feedback continually to improve our service

What to do if you have a complaint

If you have a complaint, please contact us on 0203 207 6000, or email us at CustomerRelations@travelers.com.

For full information on your rights and how we will handle your complaint, please see our website here:

www.travelers.co.uk/documents/ComplaintsProcedure.pdf

USING PERSONAL INFORMATION

How we treat information about you and your rights under data protection legislation

In order to provide our insurance services, we (Travelers Insurance Designated Activity Company (UK Branch) acting as a Data Controller) will collect certain personal information about you. The type of information that we collect will depend on our relationship with you. For example, you may be a Travelers policyholder, prospective policyholder or a third party making a claim under a

Travelers insurance policy.

If you provide us with personal information about a third party, you should share this notice with them.

We will also collect different types of information depending upon the kind of insurance cover we are being asked to provide or the kind of claim we are being asked to assess or pay.

Some of the information we collect may be classified as 'special category data', which is data that may contain information about physical or mental health, religious beliefs and criminal and disciplinary offences (including convictions).

Your personal information may be used in a number of ways including:

- considering an application for insurance,
- providing and administering an insurance policy,
- handling claims including claims validation,
- preventing and detecting fraud, including providing information to the relevant authorities.

Where relevant, we will share your information with other companies in the Travelers group, third parties such as claims handlers, loss adjusters, other insurers and reinsurers, fraud prevention agencies, service companies associated with our products, or as required by law (including providing the information to government or regulatory authorities). This may involve the transfer of your information to countries inside and outside the European Economic Area.

If your policy includes motor cover, your policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers Information Centre (MIIC).

We may also use your personal information for marketing purposes, but only in accordance with your marketing preferences.

For more information about how we process your data and the rights you have, please click

www.travelers.co.uk/main/privacy-policy.aspx