

Statement of Fact

Please read the following information carefully as it is a record of the information given by **you** and/or **your** behalf.

This information has been used to decide the premium to charge **you** and the terms on which to provide cover to **you**. If the information is correct, to the best of **your** knowledge and belief, **you** need take no further action. However, if any of the following details appear to be incomplete or incorrect, please contact the **insurer** as soon as practicably possible. **You** will be advised of any changes to **your** policy, or to the premium payable and will be issued with a replacement Statement of Facts.

Providing the information, contained in this document is accurate and correct, **you** should retain this document and keep it in a safe place.

Information

Your Business

- (a) **You** do not own operate or process any of the following:
- Airlines, aircraft, aerodromes, airports or other aviation risks, spacecraft, launch sites or other space risks (including refuelling, control tower liability).
 - Ports, port authorities, dry docks, docks, quays and wharves.
 - Ship breaking yards and ships.
 - Offshore Rigs and/or Platforms.
 - Circuses.
 - Waste sites and waste contractors.
 - Mines, Quarries or Collieries.
 - Dams.
 - Oil and gas refineries or production plants.
 - Professional sporting events.
 - Railways.
 - Fire protection systems.
 - Leisure Equipment Hirer and/or Mobile Operator and/or Activity Centres.
 - Tower crane hire/operators.
 - Tunnelling / Bridge construction.
 - Basement contractors.
 - Spectator stands.
- (b) **You** are not involved in any of the following:
- Prospecting for the extraction of oil or gas.
 - Manufacture, production, supply, storage, filling, packing, repacking, breaking down or transport of fireworks.
 - Manufacture, production, supply or breaking down of medical products including any products originating from human blood.
 - Manufacture or supply of genetically engineered products or substances or tobacco products other than retail outlets.
 - Manufacture of mobile phones.
 - Supply of products that are designed to produce EMF.
- (c) **You** are not a public utility, telecommunications company or power generation operation.
- (d) There are no known occupational disease exposures relating to this risk.

Domicile Risks and Territorial Limits

All premises and manual work are within England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Claims and Losses

You have not sustained any loss, damage or **claim** in the last five (5) years that exceed £200,000 in any one year.

Data Protection

DOA Underwriting Ltd &/or David Oliver T/as David Oliver Associates &/or DOA Special Facilities Ltd (The DOA group of companies) take **your** privacy very seriously.

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

We may record telephone calls to help **us** monitor and improve the service **we** provide. For further information on how **your** information is used and **your** rights in relation to **your** information please see our www.doainsurance.co.uk/privacy-policy.

If **you** do not have access to the internet please contact **us** and **we** will send **you** a printed copy.

AXA XL Insurance Company UK Limited

For information on how AXA XL Insurance Company UK Limited uses **your** information, please see their privacy notice at <https://axaxl.com/privacy-notice> or contact them by email at legalcompliance@axaxl.com.

Change in Circumstances

You must tell **us** as soon as practicably possible about any changes to the information **you** have provided which happens before or during any period of insurance. **We** will tell **you** if such change affects **your** insurance and if so, whether the change will result in revised terms and/or premium being applied to **your** policy. If **you** do not inform **us** about a change it may affect any **claim you** make or could result in **your** insurance being invalid.

Introduction

This policy, consists of the **schedule**, Operative Clause, Definitions, Exclusions and Conditions and endorsements, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and premium **we** have relied on the information which **you** have provided to **us**.

Please read this policy carefully and make sure that it meets **your** needs. If any corrections are necessary **you** should contact **your** broker through whom this policy was arranged.

Please keep this policy safe – **you** may need to refer to it if **you** have to make a **claim**.

Policy Format

Upon request **your** broker can provide Braille, audio or large print versions of the policy and the associated documentation including the Key Facts document. If **you** require an alternative format **you** should contact **your** broker through whom this policy was arranged.

Third Party Rights

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

Law and Jurisdiction

The parties are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

The language of this contract of insurance and all communications relating to it will be in English.

Cancellation and Cooling Off Period

(a) Your Right to Cancel during the Cooling-Off Period

You are entitled to cancel this policy by notifying **us** in writing within fourteen (14) days of either:

- (i) the date **you** receive this policy; or
 - (ii) the start of **your Period of Insurance**;
- whichever is the later.

A full refund of any premium paid will be made unless **you** have made a **claim** in which case the full annual premium is due.

(b) Your Right to Cancel after the Cooling-Off Period

You are entitled to cancel this policy after the cooling-off period by notifying **us** in writing. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a **claim** in which case the full annual premium is due.

(c) Our Right to Cancel

We are entitled to cancel this policy, if there is a valid reason to do so, including for example

- (i) any failure by **you** to pay the premium; or
 - (ii) a change in risk which means **we** can no longer provide **you** with insurance cover; or
 - (iii) non-cooperation or failure to supply any information or documentation **we** request, such a details of a **claim**;
- by giving **you** fourteen (14) days' notice in writing. Any return of premium due to **you** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **you** have made a **claim** in which case the full annual premium is due.

Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **we** have relied on the information which **you** have provided to **us**. **You** must take care when answering any questions **we** ask by ensuring that any information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all **claims**; and
- (c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any **claim** and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any **claim** in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

We will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding **claim** and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** thirty (30) days' notice that **we** are terminating this policy; or
- (2) give **you** notice that **we** will treat this policy and any future **claim** in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **Period of Insurance**.

Change in Circumstances

You must tell **us** as soon as practicably possible of **your** becoming aware of any changes in the information **you** have provided to **us** which happen before or during any **Period of Insurance**.

When **we** are notified of a change **we** will tell **you** if this affects **your** policy. For example **we** may cancel **your** policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **your** policy or require **you** to pay more for **your** insurance. If **you** do not inform **us** about a change it may affect any **claim you** make or could result in **your** insurance being invalid.

Fair Presentation of the Risk

You have a duty to make a fair presentation of the risk which is covered by this Policy. Therefore, **you** should ensure that any information **you** have provided to **us** and the content of any application form, declaration and / or Statement of Fact is accurate and complete. Where **you** have provided **us** with information which relates to matters of **your** expectation or belief, it does not matter if such information turns out to be inaccurate provided that **you** acted in good faith when **you** provided **us** with such information.

If **you** do not comply with **your** duty to make a fair presentation of the risk, including failing to disclose or misrepresenting a material fact, or disclosing material facts to **us** in a way which is not clear and accessible **your** Policy may not be valid or the Policy may not cover **you** fully or at all.

A material fact is any fact which could influence our assessment or acceptance of **Your** application for insurance. **You** must also tell **us** about any facts or changes which affect **your** insurance and which have occurred either since the Policy started or since the last renewal date.

If **you** are not sure whether certain facts are relevant, please ask **your** Insurance Broker. If **you** do not tell **us** about relevant changes, **your** Policy may not be valid or the Policy may not cover **you** fully or at all. **You** must check all the information contained within this document immediately and tell **us** if any details are incorrect. **You** should keep a written record (including copies of letters) of any information **you** give **us** or **your** Insurance Broker.

Insurance cover does not commence until confirmed by **us** or DOA Underwriting Ltd. A Prospectus & Key Facts Summary or a specimen copy of the Policy wording is available on request.

Fraud

- 1) If **you**, or anyone acting for **you**, make a fraudulent **claim** under this Policy, **we**:
 - a. are not liable to pay the claim; and
 - b. may recover from **you** any sums paid by **us** to **you** in respect of the **claim**; and
 - c. may by notice to **you** treat the Policy as having been terminated with effect from the time of the fraudulent act.
- 2) If **we** exercise **our** rights under clause 1) c. above:
 - a. **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the Policy (such as the occurrence of a loss, the making of a **claim**, or the notification of a potential **claim**); and
 - b. **we** need not return any of the premiums paid.

Complaints Procedure

If the Insured has any questions or concerns about this insurance or the handling of a claim, please contact the broker/ intermediary named in the Schedule through whom this insurance was arranged.

If the Insured wishes to make a complaint, the Insured can do so at any time by referring the matter to:

Complaints Manager
AXA XL Insurance Company UK Limited
20 Gracechurch Street
London EC3V OBG
United Kingdom

Email: axaxlukcomplaints@axaxl.com
Telephone Number: +44 (0) 20 7743 8487

Complaints that cannot be resolved by the Complaints Manager may in certain circumstances be referred to the Financial Ombudsman Service at:

Financial Ombudsman Service
Exchange Tower
London E14 9SR
United Kingdom

Email: complaint.info@financial-ombudsman.org.uk
FOS web address: <http://www.financial-ombudsman.org.uk/>

From within the United Kingdom

Telephone Number:
0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)
0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Telephone Number: +44 (0) 20 7964 1000
Fax: +44 (0) 20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: www.financial-ombudsman.org.uk

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for AXA XL Insurance Company UK Limited is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <http://ec.europa.eu/odr>

Financial Services Compensation Scheme

AXA XL Insurance Company UK Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet our obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7th floor Lloyd's Chambers, Portsoken Street, London E1 8BN) and on their website: www.fscs.org.uk.

Regulatory Information

a) AXA XL Insurance Company UK Limited

AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference Number 423308.) Further details can be found on the Financial Services Register at www.fca.org.uk.

Registered Office:
20 Gracechurch Street, London, EC3V 0BG
Registered in England: Company Number 5328622

b) XL Catlin Services SE

XL Catlin Services SE acts on behalf of AXA XL Insurance Company UK Limited in the administration of complaints. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered office is XL House, 8 St Stephen's Green, Dublin 2 Ireland.
Registered in Ireland No. 659610

c) DOA Underwriting Ltd

DOA Underwriting Ltd is authorised and regulated by the Financial Conduct Authority, Firm Reference Number 772309. Further details can be found on the Financial Services Register at www.fca.org.uk.

Registered office: 1st Floor Offices, Robinson House, Haslers Lane, Great Dunmow, Essex, CM6 1XS
Company Number: 05045859

Policy Wording

Operative Clause

In consideration of the payment of the premium stated in the **schedule**, the **insurer** will cover the **insured** against their legal liability to pay damages or compensation for or arising out of any **insured event** covered by the **underlying insurance** and in the manner and to the extent stated herein.

When a loss is notified under the **underlying insurance** such that the loss falls within the period of the **underlying insurance**, that date is determinative of whether the loss falls within the **period of insurance**.

Except as otherwise provided in this policy, the terms, conditions and exclusions of the **underlying insurance** which applied at the time of the **insured event** for which cover is sought under this policy shall also be applicable unless they conflict with any of the terms of this policy, including the **schedule**, in which case the terms of this policy shall prevail.

The **insurer** will cover the **insured** either:

- (a) up to the Limit of Liability stated in the **schedule** for all damages or compensation including costs, fees and expenses where the **underlying insurance** provides for costs and expenses to be inclusive of the **underlying insurance**; or
- (b) up to the Limit of Liability stated in the **schedule** for all damages or compensation with costs, fees and expenses payable in addition where the **underlying insurance** provides for costs and expenses to be in addition to the **underlying insurance**. The liability of the **insurer** for such costs, fees and expenses shall be limited to that proportion which the amount payable under this policy, excluding such costs, fees and expenses, bears to the total sum payable under all contributing policies, excluding such costs, fees and expenses.

Provided always that:

- (i) liability under this policy shall not attach unless and until the **underlying insurers** have paid or have admitted liability or have been held liable to pay the **underlying insurance** and the **insured** has been adjudged liable to pay a sum which exceeds the **underlying insurance**.
- (ii) if the **underlying insurers** exercise a right under their policies to pay the **underlying insurance** and are liable only for costs, fees and expenses incurred up to the time of such payment then the **insurer** will only pay that proportion of the costs, fees and expenses for which it would have been liable had the **underlying insurers** not exercised that right.
- (iii) in the event of exhaustion of any aggregate **underlying insurance** whether partial or total by reason of claims paid, or which they have been held liable to pay, the **insurer** shall:
 - (1) in the event of partial exhaustion provide cover in excess of the reduced **underlying insurance**; or
 - (2) in the event of total exhaustion continue this policy in force as the **underlying insurance** subject to the terms and conditions of this policy.
- (iv) where the **underlying insurance** is not concurrent with this policy and the aggregate limit of the **underlying insurance**, if any, has been eroded before this policy incepted, the **insurer** will accept the erosion only where it has been previously advised to the **insurer**. In any case, the aggregate limit of this policy, if any, will continue to apply.
- (v) any decision of the underlying Insurers to accept a claim ex-gratia or without the prior written acceptance of the **insurer**:
 - (1) shall not be binding on the **insurer**;
 - (2) shall not operate to erode any aggregate **underlying insurance**.
- (vi) any action or decision of the underlying Insurers which prejudices the **insurer** in the conduct or settlement of any claim under this policy shall not be binding on the **insurer**.

This policy shall not apply to any coverage provided by the **underlying insurance** for which a separate sub-limit applies for an amount less than the underlying Limit of Liability stated in the **schedule**. A "separate sub-limit" for the purposes of this clause means a cover, for referred to in the Limit of Liability stated in the **schedule**, in respect of which a loss payment will not contribute to the erosion of any aggregate limit specified as the **underlying insurance**.

This policy shall not apply to any coverage provided by the **underlying insurance** for which a sub-limit applies for an amount less than the underlying Limit of Liability stated in the **schedule**.

This policy shall not apply to any coverage provided by the **underlying insurance** for which an unlimited amount of cover or any unlimited insurance period applies, nor shall any payment in respect to such coverage operate to reduce the attachment point of this policy through an erosion of any aggregate limit of liability of the **underlying insurance**.

Where the **underlying insurance** is subject to an aggregate Limit of Liability that is greater than its each and every Claim limit, no provision of the **underlying insurance** shall operate to make the **insurer** liable before the full amount of the **underlying insurance's** aggregate limit has been exhausted except where and to the extent a single loss has exceeded the each and every Claim underlying Limit of Liability.

Definitions

- (a) **“Claim”** shall have the same meaning as defined in the **underlying insurance** or, if not defined in the **underlying insurance**, shall mean:
- (i) a written demand for damages or other remedy made by a third party in accordance with the laws of the **United Kingdom**; or
 - (ii) where applicable, proceedings brought under the jurisdiction of a competent court or tribunal within the **United Kingdom**; or
 - (iii) an award made by a competent court or tribunal anywhere in the world to enforce a judgement, award or settlement made in accordance with the laws of or under the jurisdiction of the **United Kingdom**.
- (b) **“Computer System”** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.
- (c) **“Cyber Act”** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- (d) **“Cyber Incident”** means:
- (i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
 - (ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.
- (e) **“Data”** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
- (f) **“Insured / You / Your”** means the person, persons or corporate body or other entity named in the **schedule** and as covered by the Underlying Insurance but excluding any entity registered under the laws of the United States of America or Canada or domiciled or operating in those countries.
- (g) **“Insured Event”** means
- (i) in respect of Public and Product Liability:
 - (1) bodily injury to or death, disease or illness of any person;
 - (2) loss of or damage to property;
 - (3) any other event in respect of which the **insurer** has agreed to provide cover; all as more specifically defined in the **underlying insurance**.
 - (ii) in respect of Employers’ Liability:
 - (1) bodily injury sustained by an employee arising out of and in the course of employment by the **insured** in the business stated in the **schedule**;
 - (2) any other event in respect of which the **insurer** has agreed to provide cover; all as more specifically defined in the **underlying insurance**.
- (h) **“Insurer / We / Us”** means AXA XL Insurance Company UK Limited.
- (i) **“Period of Insurance”** means the period stated in the **schedule**.
- (j) **“Pollution”** shall have the same meaning as defined in the **underlying insurance**, or if not defined in the **underlying insurance**, shall mean:
- (i) any pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including for example smoke, vapours, soot, dust, fibres, fungi, mould, fumes, acids, alkalis, chemicals and waste (including for example material to be recycled, reconditioned or reclaimed) or contamination of any kind of the atmosphere or of any water, land, buildings or other tangible property; and any loss, damage or bodily injury caused by or arising from the above.
- (k) **“Schedule”** means the document entitled **schedule** that relates to and forms part of this policy.
- (l) **“Terrorism”** means an act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

- (m) “**Underlying Insurance**” means the primary policy and all policies providing cover in excess of the primary policy up to the Underlying Limit of Liability stated in the **schedule**.
- (n) “**Underlying Insurers**” means the primary policy insurer and all insurers providing cover in excess of the primary policy insurer up to the Underlying Limit of Liability stated in the **schedule**.
- (o) “**United Kingdom**” means England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

Exclusions

This policy does not apply to or include cover for or arising out of or relating to:

- (a) **Abuse**
any act that results in the maltreatment of a person and which may be of a physical, sexual, verbal, psychological or emotional or financial nature.
- (b) **Asbestos**
the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss or in respect of that part of any property insured by this policy which consists of asbestos.
- (c) **Liquidated Damages**
liquidated damages clauses, penalty clauses, performance warranties or similar provision in a contract unless it is proven that liability would have attached in the absence of such clauses, warranties or similar provisions.
- (d) **Pollution**
Pollution other than caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the **period of insurance**.

Provided that:

- (i) all **pollution** which arises out of such incident shall be understood to have occurred at the time such incident takes place.
- (ii) the liability of the **insurer** for all compensation payable in respect of all **pollution** which is understood to have occurred during any one **period of insurance** shall not exceed in the aggregate the amount stated in the **schedule** as the Limit of Liability for Public and Product Liability.
- (e) **Radioactive Contamination**
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (f) **Terrorism**
any act of **terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

This exclusion also applies to any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- (g) **Mould or Fungus**
 - (i) the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, moulds, spores or mycotoxins of any kind;
 - (ii) any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins; or
 - (iii) any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, moulds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, moulds, spores or mycotoxins.

- (h) **War**
war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (i) **Absolute Coronavirus Exclusion**
Notwithstanding any other provision of this policy, no cover is provided under the Public and Products Liability Sections for any claim, loss, liability, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

This exclusion also applies to any claim, loss, liability, cost or expense of whatever nature directly or indirectly arising out of, contributed to by or resulting from:

1. any fear or threat (whether actual or perceived) of; or
2. any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of;

coronavirus disease (COVID-19), severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), or any mutation or variation thereof.

- (j) **Cyber and Data Total Exclusion Endorsement**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

1. **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
2. loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.

If the Underwriters allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

Conditions

- (a) **Assistance and Co-operation**

The **insured** and any person insured must provide the **insurer** with such information, assistance and co-operation as the **insurer** and/or its representative may request. The **insurer** shall be entitled to refuse to pay any **claim** under this policy in its entirety if the **insured** or any person insured fails to do so.

- (b) **Claim Notification**

The **insured** must give to the **insurer** notice in writing to the Notification Address set out below as soon as practicably possible, of the **insured** becoming aware of the happening of any **insured event** or a **claim** being made against the **insured**, or any circumstance which may give rise to a **claim**, which is likely to involve an amount in excess of 25% of the **underlying insurance**.

The **insurer** shall be entitled to and shall, upon request of the **insured**, be given the right to full co-operation with the **underlying insurers** in their conduct in the defence or settlement of any **claim** in excess of 25% of the **underlying insurance**.

Upon the **insured** or **insurer** becoming aware of the happening of any **insured event** or a **claim** being made against the **insured**, or any circumstance which may give rise to a **claim**, which is likely to involve an amount in excess of 25% of the **underlying insurance**, the **insurer** shall be entitled, but not obligated, to take over and conduct in the name of the **insured** the defence or settlement of any **claim** or to prosecute in the name of the **insured** for its own benefit any claim for compensation or damages or otherwise and shall have full discretion in the conduct of any proceedings. The **insurer**, however, shall not defend a **claim** against the wishes of the **insured** unless a Queen's Counsel to be mutually decided upon by the **insurer** and the **insured** and whose expenses shall be assumed by the **insurer** shall advise that such proceedings can be contested with a likely prospect of success.

Notification Address

Claims Department
DOA Underwriting Ltd
First Floor Offices
Robinson House
Haslers Lane
Great Dunmow
Essex
CM6 1XS

Email: claims@doainsurance.co.uk

Telephone: 01371 878550

The **insurer** shall be entitled to refuse to pay any **claim** under this policy in its entirety if such notice is not received.

(c) **Documents Relevant to a claim**

The **insured** or any person insured must ensure that all documents relevant to any **claim** and any circumstance which is likely to give rise to a **claim** are not destroyed or otherwise disposed of. If the **insured** does not comply with this condition it may impact its ability to make a **claim** under this policy.

(d) **Following Form**

This policy is subject to the same terms and conditions (except as regards to the premium, settlements, limits of liability and as otherwise provided herein to the contrary) as the **underlying insurance** at the inception of this policy. No amendment to the **underlying insurance** for which an additional premium or rate is charged during the **period of insurance** shall be effective in extending the scope of this policy without the written acceptance of the **insurer**.

The **insurer** shall not be bound by any provision of the **underlying insurance** in relation to any:

- (i) renewal agreement or extension of period;
- (ii) long term agreement;
- (iii) extended reporting period option exercisable by either party;
- (iv) no or low claims or good experience bonus;
- (v) arbitration agreement or choice of law or jurisdiction clause; or
- (vi) duty to defend provision;

unless the explicit prior consent of the **insurer** is obtained in writing.

(e) **Incurring of Costs**

In the event of a **claim** arising to which the **insurer** may be liable to contribute, no costs, fees or expenses shall be incurred on its behalf without its written consent being first obtained and if it so consents it shall contribute to the said costs, fees or expenses on the basis stated in the Operative Clause. If, however, a settlement of the **claim** is practicable prior to taking the case into court, whether by compromise or otherwise, for a sum not exceeding the **underlying insurance**, no costs, fees or expenses shall be payable by the **insurer**. No settlement of any **claim** by agreement shall be effected by the **insured** for a sum in excess of the **underlying insurance** without the written consent of the **insurer**.

(f) **Insolvency**

The insolvency, bankruptcy, receivership or any refusal or inability to pay of the **insured** and/or any insurer shall not operate to:

- (i) reduce or exhaust the **underlying insurance**; or
- (ii) increase the **insurer's** liability under this policy.

(g) **Maintenance of underlying insurance**

The **underlying insurance** shall be maintained in full effect during the Period of Insurance except for any reduction of any aggregate **underlying insurance** solely by payment of **claims** by the **underlying insurers**.

(h) **Non-Admission of Liability**

No admission, offer, promise or payment is to be made or given by or on behalf of the **insured** or any person insured without the written consent of the **insurer**. If the **insured** does not comply with this condition it may impact its ability to make a **claim** under this policy.

(i) **Premium Adjustment**

Where the premium is provisionally based on the **insured's** estimates, the **insured** shall keep accurate records and within ninety (90) days of expiry of the Period of Insurance declare such details as the **insurer** requires. The premium shall then be adjusted and any difference paid or allowed to the **insured** as the case may be subject to any minimum premium that may apply. Failure to declare such details to the **insurer** will entitle the **insurer** to make its own estimate and adjust the premium accordingly.

- (j) **Recoveries**
All recoveries or payments recovered or received subsequent to payment of a loss under this policy shall be applied as if recovered or received prior to such payment and all necessary adjustments shall then be made between the **insurer**, the **underlying insurers** and the **insured**. The **insurer** will contribute its share and no more of the costs of any recovery in the proportion of the benefit it has received from the recovery.
- (k) **Sanctions**
The **insurer** shall not provide any benefit under this policy to the extent of providing cover, payment of any **claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.