

Arranged By



Insured By



Beazley Breach Response – Irish edition



General Terms And Conditions

The Policy contains some particularly important conditions which You must satisfy or You could lose some or all of the cover provided. We accordingly ask that You read the Policy

We would draw Your attention in particular to the "*What We Do Not Cover*" section of these General Terms and Conditions (section B) and to the exclusions otherwise set out in each relevant section of the Policy.

We would further draw Your attention to the fact that, as set out in General Condition E.2 of these General Terms and Conditions:

- (a) You have a legal duty prior to entering into the Policy and/or prior to the renewal of the Policy (as relevant) to provide responses to questions asked by Us in relation to the risk(s) to be insured.
- (b) A matter about which We ask a specific question is material to the risk undertaken by Us or the calculation of the premium by Us, or both.
- (c) You have a legal duty to answer all questions asked by Us honestly and with reasonable care.
- (d) While We acknowledge that You have no legal duty of voluntary disclosure of information prior to the inception or renewal of this Policy, You shall ensure that any information voluntarily provided by You or on Your behalf in this context is provided honestly and with reasonable care.

Separately, it is also a condition in this Policy that You must pay the premium when it is due, including when any instalment is due. If You fail to do so, then Your cover will be suspended on 7 days written notice from Us.

Should anything in the Policy, including in these General Terms and Conditions, be inconsistent with the Consumer Insurance Contracts Act 2019 (**the Act**), the terms of the Act will prevail and the relevant provision will be read in a manner consistent with the requirements of the Act.

A. General definitions

- A.1 Bodily Injury** means any physical injury, sickness, disease or death of any person, including, any mental anguish or emotional distress resulting from such physical injury, sickness or disease.
- A.2 Breach Notice Law** means any statute or regulation within the territorial limits stated in the Schedule that requires notice to persons whose **Personally Identifiable Information** was accessed or reasonably may have been accessed by an unauthorised person.
- A.3 Buildings** means the buildings, owned by **Your Organisation** or for which **Your Organisation** is legally responsible and which are specified in the Schedule, forming part of the **Premises** incorporating permanent foundations below ground level including at the **Premises**, Outbuildings, extensions, conveniences, gangways, external hoists and annexes; landlord's fixtures and fittings, and fixed fuel tanks; photovoltaic equipment, including solar panels; fixed glass; walls, gates, fences, car parks, yards, private roads, pavements, and paths; pipes, ducting, cables, wires and associated control equipment up to the public mains;

The land at the **Premises** is not included within this definition.

A.4 Circumstance means any complaint, criticism, situation, problem or act, error or omission which may give rise to a **Claim**, or other **Loss**, costs or payments covered under this Policy.

A.5 Claim means:

- a. any written or oral demand made against **You** for compensation (monetary or otherwise). This includes:
 - i. any legal proceedings, writ or summons or other application of any description whatsoever or cross-claim or counter claim issued against **You**;
 - ii. any other dispute resolution procedure commenced against **You**;
- b. with respect to coverage provided under Cover B.1.1.a (Data Breach) of the Beazley Breach Response Cover only, a demand received by **You** to fulfil **Your Organisation's** contractual obligation to provide notice of an incident (or reasonably suspected incident) described in Cover B.1.1.a (Data Breach) of the Beazley Breach Response Cover, pursuant to a **Breach Notice Law**.

A.6 Claims Expenses means any fees, costs and expenses incurred by **Us**, or by **You** with **Our** prior written consent (such consent not to be unreasonably withheld) in connection with any **Claim** or **Circumstance**.

Claims Expenses does not include:

- a. computer security expert or forensic investigator expenses; or
- b. **Your** salaries, fees, overheads or other charges; or
- c. any expenses or costs incurred by **You** in presenting, quantifying or pursuing a claim against **Us** for indemnity under the Policy unless expressly covered.

A.7 Computers means computers and ancillary equipment, excluding data or information entered by **You** or on **Your** behalf.

A.8 Computer Security means software, computer or network hardware devices, as well as **Your Organisation's** information security policies and procedures, the function or purpose of which is to prevent **Unauthorised Access or Use**, a denial of service attack against **Computer Systems**, infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**. **Computer Security** includes anti-virus and intrusion detection software, firewalls and electronic systems that provide access control to **Computer Systems** through the use of passwords, biometric or similar identification of authorised users.

A.9 Computer Systems means computers, any software residing on such computers and associated input and output devices, data storage devices, networking equipment, and back up facilities:

- a. operated by and either owned by or leased to **Your Organisation**; or
- b. systems operated by a third party service provider and used for the purpose of providing hosted computer application services, including cloud services, to **Your Organisation** or for processing, maintaining, hosting or storing **Your Organisation's** electronic data, pursuant to written contract with **Your Organisation** for such services.

A.10 Contents means the contents of **Your Organisation's Premises**, which are owned by **Your Organisation** or for which **Your Organisation** is legally responsible, including without limitation:

- a. computers and ancillary equipment, including software;
- b. goods held in trust, stock and samples;
- c. works of art including fine art or precious metals;
- d. tenants' improvements, decorations, fixtures and fittings and general contents including, if attached to the building, external signs, aerials and satellite dishes;
- e. pipes, ducting, cable, wires and associated control equipment within the **Premises** and extending to the public mains; and
- f. fixed glass in windows, doors and fanlights, glass showcases, glass shelves, mirrors and sanitary fixtures and fittings.

Contents does not include **Money**, valuable papers or other personal belongings of any senior executive officer holders of **Your Organisation**, including, without limitation, board members, executive officers, in-house lawyers, risk managers, chief operating officers, chief technology officers, chief legal officers, chief information officers, chief privacy officers, **Employees** or visitors to the **Premises**.

Contents also include property specifically identified as such in the Schedule.

A.11 Contents Away from Your Premises means portable equipment used in connection with **Your Professional Services** and owned by **You** or for which **You** are legally responsible, including **Computers**, mobile phones and electronic equipment.

A.12 Damages mean any awards of damages, judgment sums and sums payable towards settlement. The term **Damages** shall not include or mean:

- a. future profits, restitution, disgorgement of unjust enrichment or profits by **You**, or the costs of complying with orders granting injunctive or equitable relief;
- b. any, fines, taxes or loss of tax benefits, sanctions or penalties;
- c. punitive or exemplary damages or damages which are a multiple of compensatory damages;
- d. discounts, coupons, prizes, awards or other incentives offered to **Your** customers or clients;
- e. costs associated with correcting errors in **Your** work product;
- f. service credits, which are liquidated damages as a remedy to the breach of a service level agreement to provide **Professional Services** to the extent that they create a liability greater than **Your** liability would be in the absence of the contract; or

- g. fines, costs or other amounts **You** are responsible to pay under a **Merchant Services Agreement**.

A.13 Earth Movement means any natural or man-made earth movement including but not limited to earthquake, seaquake, volcanic eruption, or subsidence, ground heave or landslide and any ensuing tsunami.

A.14 Employee means any person employed by **Your Organisation** including contractors that work exclusively for **You** and any person undertaking study or work experience or a youth training scheme. **Employee** does not include **Your Management**.

A.15 Flood means the partial or complete inundation of dry land or property caused by the overflow of inland or tidal waters from the confines of any natural or artificial watercourse.

A.16 Insured Damage means, for the purposes of Business Interruption Cover, **Property Damage** occurring during the **Policy Period** to **Buildings** or **Contents** which are within, or on, **Your Premises**, where such **Property Damage** is insured under this Cover and where **We** have paid **You**, or have admitted liability to pay **You**, in respect of such **Property Damage**.

A.17 Loading and unloading means the handling of property:

- a. after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **Motor Vehicle**;
- b. while it is in or on an aircraft, watercraft or **Motor Vehicle**; or
- c. while it is being moved from an aircraft, watercraft or **Motor Vehicle** to the place where it is finally delivered.

A.18 Loss means, to the extent covered under any cover, **Penalties**, **PCI Fines, Expenses and Costs**, Forensic Defence Costs, expenses incurred in relation to loss of **Documents**, Mitigation Costs, financial loss due to dishonesty of **Employees, Privacy Breach Response Services**, criminal defence costs and court attendance costs (under Employers Liability, Public and Products Liability and Directors & Officers Cover), crisis management costs (under Directors & Officers cover), **Tax Investigation Expenses** (under Directors & Officers Cover), regulatory investigation costs (under Directors & Officers Cover), losses for **Property Damage** and **Financial Losses** due to business interruption (under Property Cover).

A.19 Merchant Services Agreement means any agreement between **You** and a financial institution, credit/debit card company, credit/debit card processor or independent service operator enabling **You** to accept credit card, debit card, prepaid card, or other payment cards for payments or donations.

A.20 Money means cash, bank and currency notes, crossed cheques, crossed giro cheques, crossed postal or money orders, crossed bankers' drafts, unused units in postage stamp franking machines, stamped National Insurance cards, National Savings stamps or certificates, Premium Savings Bonds, credit company sales vouchers and VAT purchase invoices all belonging to **Your Organisation**.

A.21 Motor Vehicle means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto).

A.22 Named Entity means the individual(s), partnership(s), entity(ies) or corporation(s) named in the Schedule.

A.23 Normal Settlement means the downward movement of the ground beneath buildings as a result of the soil being compressed by the weight of the buildings.

A.24 Notification Services means:

- a. notification by ordinary pre-paid post or email to residents of the Republic of Ireland; and
- b. notification by ordinary pre-paid post or e-mail to individuals residing outside the Republic of Ireland, but only to the extent reasonably practicable.

E-mail notification will be provided in lieu of ordinary pre-paid post to the extent reasonable, practicable and where permitted under the applicable **Breach Notice Law. Notification Services** will be provided by a service provider selected by the Underwriters in consultation with **Your Organisation** from the list of service providers made available by the Underwriters.

A.25 Notified Individual means an individual person to whom notice is given or attempted to be given under Section B.2.c (Notification Services) of the Beazley Breach Response Services cover.

A.26 PCI Fines, Expenses and Costs means the direct monetary fines and penalties owed by **Your Organisation** under the terms of a **Merchant Services Agreement**, but only where such fines or penalties result both from **Your Organisation's** actual or alleged noncompliance with published PCI Data Security Standards and from a data breach caused by an incident (or reasonably suspected incident) described in Cover B.1.1.a. (Data Breach) and B.1.1.b. (Computer Security Failure) of the Beazley Breach Response Services; provided, **PCI Fines, Expenses and Costs** shall not include, any charge backs, interchange fees, discount fees, or prospective service fees.

A.27 Penalties means:

- a. any civil fine or money penalty payable to a governmental entity that was imposed in a **Regulatory Proceeding** by any national, federal, provincial, state, local or other governmental entity of any country (including an institution, agency or other body of the European Union), in such entity's regulatory or official capacity; and
- b. amounts which **You** are legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a **Regulatory Proceeding** (including such amounts required to be paid into a "consumer redress fund"); but shall not include payments to charitable organisations or disposition of such funds other than for payment of consumer claims for losses caused by a privacy or security event covered by Cover B.1.1.a. (Data Breach), B.1.1.b. (Computer Security Failure) or B.1.1.c. (Failure to disclose) of the Beazley Breach Response Cover;

but shall not mean (a) costs to remediate or improve **Computer Systems**, (b) costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programmes or policies, (c) audit, assessment, compliance or reporting costs, or (d) costs to protect the confidentiality, integrity and/or security of **Personally Identifiable Information** from theft, loss or disclosure, even if it is in response to a **Regulatory Proceeding** or investigation.

A.28 Personal Effects mean articles worn, used or carried about the person.

A.29 Personally Identifiable Information means:

- a. medical or health care information concerning the individual;
- b. information concerning the individual that is defined as private personal information under statutes enacted to protect such information in any country, for **Claims** subject to the law of such jurisdiction;
- c. information concerning the individual that is defined as private personal information under a **Breach Notice Law**; or
- d. the individual's:
 - i. governmental identification number including a drivers licence or state or provincial identification number or a social security number;
 - ii. unpublished telephone number; or
 - iii. credit, debit or other financial account numbers in combination with associated security codes, access codes, passwords or pins;if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

Personally Identifiable Information does not include publicly available information that is lawfully made available to the general public from government records.

A.30 Policy Period means the period of time between the inception date shown in the Schedule and the effective date of termination, expiration or cancellation of this Policy.

A.31 Premises means any **Building** occupied by **You** in connection with **Your Organisation's** business and located within the territorial limits stated in the Schedule, together with any other land or structures in the immediate vicinity of the **Building** and which is within the same title as that **Building**.

A.32 Privacy Law means a statute or regulation of any national, federal, provincial, state, local or other governmental entity of any country (including an institution, agency or other body of the European Union) requiring **Your Organisation** to protect the confidentiality and/or security of **Personally Identifiable Information**.

A.33 Privacy Policy means **Your Organisation's** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, **Personally Identifiable Information**.

A.34 Professional Services means those services stated in the Schedule.

A.35 Property in Transit means the tangible property used in connection with **Your Organisation's Premises**, owned by **Your Organisation** or for which **Your Organisation** is legally responsible, including **Computers**:

- a. in transit by road, rail, inland waterway or by person, including **Loading and Unloading** and temporary housing in the course of that transit; or
- b. scheduled short sea "roll-on roll-off" vehicle ferries provided no **Loading and Unloading** of the vehicle is involved.

Fine art objects, **Money** and personal belongings are not included within this definition.

A.36 Property Damage means physical damage to, destruction of, or any loss of use of, any tangible property. It does not include loss of electronic data.

A.37 Proposal Form means all proposal forms, including any attachments thereto, and all other information and materials submitted to **Us** by **You** or on **Your** behalf in connection with the underwriting of this Policy, or prior policies of which this Policy is a renewal.

A.38 Regulatory Proceeding means a request for information, civil investigative demand, or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of any national, federal, provincial, state, local or other governmental entity of any country (including an institution, agency or other body of the European Union), in such entity's regulatory or official capacity in connection with such proceeding.

A.39 Retroactive Date means the date shown in the Schedule.

A.40 Security Breach means:

- a. **Unauthorised Access or Use of Computer Systems**, including **Unauthorised Access or Use** resulting from the theft of a password from a **Computer System** or from **You**;
- b. a denial of service attack against **Computer Systems** or computer systems that are not owned, operated or controlled by **You**; or
- c. infection of **Computer Systems** by malicious code or transmission of malicious code from **Computer Systems**,

whether any of the foregoing is a specifically targeted attack or a generally distributed attack.

A series of continuing **Security Breaches**, related or repeated **Security Breaches**, or multiple **Security Breaches** resulting from a continuing failure of **Computer Security** shall be considered a single **Security Breach** and be deemed to have occurred at the time of the first such **Security Breach**.

A.41 Subsidiary means any corporation, limited liability company or partnership the **Named Entity** has **Management Control** over, but only if the **Named Entity**:

- a. had **Management Control** over such entity on the inception date or such entity was insured under a policy issued by **Us** of which this Policy is a renewal;
- b. acquires **Management Control** after the inception date, provided that revenues of the entity do not exceed twenty (20) per cent of the **Named Entity's** annual revenues for the four quarterly periods directly preceding inception of the **Policy Period**;

provided, that this Policy only provides coverage while the **Named Entity** has **Management Control** over such entity.

For the purposes of this definition, **Management Control** means:

- a. owning, directly or indirectly, more than fifty percent (50%) of the outstanding securities;

- b. having more than 50% of the outstanding voting rights;
- c. having the authority to appoint or remove the majority of the Board of Directors; or
- d. having control of the Board or Directors by contract, the Articles of Association or other agreement.

A.42 Third Party Information means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public and is provided to **You** subject to a mutually executed written confidentiality agreement or which the **Your Organisation** is legally required to maintain in confidence; however, **Third Party Information** shall not include **Personally Identifiable Information**.

A.43 Third Party Premises means any location within the territorial limits set out in the Schedule not owned by **You** and for which **You** are not legally responsible, where **You** have a contract to carry out **Your Professional Services**.

A.44 Unauthorised Access or Use means the gaining of access to or use of **Computer Systems** by an unauthorised person or persons or the use of **Computer Systems** in an unauthorised manner.

A.45 Unauthorised Disclosure means the disclosure of or access to information in a manner that is not authorised by **Your Organisation** and is without knowledge of, consent, or acquiescence of any member of the **Your Management**.

A.46 Us/Our/We means the underwriter or underwriters as specified in the Schedule.

A.47 You/Your/Insured means:

- a. The **Named Entity**;
- b. **Subsidiaries**;
- c. **Your Management**, but only with respect to the performance of their duties on behalf of **Your Organisation**;
- d. **Employees** but only with respect to the performance of their duties on behalf of **Your Organisation**;
- e. **Your** lawful spouse, including any natural person qualifying as a domestic partner under the provisions of any applicable law but only to the extent that **You** would otherwise be covered under this policy; or
- f. **Your** estate, heirs, executors, administrators, assigns and legal representatives in the event of **Your** death, incapacity, insolvency or bankruptcy, but only to the extent that **You** would otherwise be covered under this Policy.

A.48 Your Management means any principal, partner, corporate officer, director, Manager, general counsel (or most senior legal counsel) or risk manager of the **Insured Organization** and any individual in a substantially similar position.

A.49 Your Organisation means the **Named Entity** and any **Subsidiaries**.

B. What We do not cover

B.1 Prior Knowledge

We will not make any payment for any **Claim, Loss** or cost, arising out of, resulting from, in respect of or related to:

- a. any **Claim** first made against **You** or any **Loss** suffered by **You** prior to the inception date of this Policy;
- b. any **Circumstances** which **Your Management** was aware of or ought reasonably to have been aware of prior to the policy incepting or of which written notice has been given, or ought reasonably to have been given, under any previous policy (whether issued by **Us** or not); or
- c. any common or originating source or cause of which **You** were aware prior to the inception of this Policy.

B.2 Other Insurance

We will not make any payment under this Policy unless and until any other insurance including any self insured retention or deductible portion, has been exhausted. This exclusion will not apply if such other insurance is written as specific excess insurance to this insurance.

B.3 Insured Vs. Insured & Related Entity

We will not make any payment under this Policy for a **Claim** made by or on behalf of one or more **Insureds** under this Policy, or by a **Related Entity**, against any other **Insured** or **Insureds** under this Policy unless expressly provided for under one of the covers **You** have purchased.

Related Entity means any entity in which **Your Organisation** has, either directly or indirectly, an ownership interest or voting rights of greater than 15% or which has such an ownership interest of voting rights in **Your Organisation**.

B.4 Excluded Jurisdictions

We will not make any payment for or in respect of any liability which is established by the judgment of a court or tribunal outside any of the jurisdictions specified under the Jurisdiction Limits Section in the Schedule or by a court or tribunal applying to the adjudication of a **Claim** the law of a jurisdiction not specified under the Jurisdiction Limits Section in the Schedule; nor will we meet **Claim Expenses** relating to a **Claim** brought before such a court.

Unless expressly provided for under one of the covers **You** have purchased, **We** will not make any payment for or in respect of any **Claim** or **Loss** or cost, for, arising out of, or resulting from:

B.5 Abuse and Molestation

- a. Sexual abuse or injury, molestation, sexual assault, sexual exploitation, child abuse or child neglect; or
- b. Wrongful hiring, supervision, investigation or failure to report to the proper authorities in connection with sub-paragraph a. above.

B.6 Antitrust Laws

any actual or alleged antitrust violation, restraint of trade, unfair competition, or violation of consumer protection laws.

B.7 Bribery, Corruption And Organised Crime Laws

any actual or alleged violation of any bribery, anti corruption or organised crime laws or regulations or any similar laws or regulations of any state, province or other jurisdiction similar to the foregoing, whether such law is statutory, civil, regulatory or common law, including but not limited to the Proceeds of Crime Acts 1996 and 2016.

This exclusion shall not apply to the Directors & Officers cover (if purchased) in respect of any actual or alleged violation of any Irish laws on bribery.

B.8 Electrical, Utility, Telecommunications Infrastructure and Satellite

any failure or malfunction of electrical, utility, internet or telecommunications infrastructure or services or any satellite, unless:

- a. such failure arises solely from matters within **Your** operational control; or
- b. expressly provided for under one of the covers **You** have purchased.

B.9 Employment Relationships

- a. any employer-employee relations or policies, any actual or alleged employment practices liability acts or omissions, or refusal to employ any person, or misconduct with respect to employees, whether such **Claim** is brought by an **Employee**, former **Employee**, applicant for employment, a member of **Your Management** or relative of such person;
- b. any actual or alleged violation of any employment related law or regulation; or
- c. any actual or alleged employment-related discrimination of any kind including but not limited to age, colour, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy.

B.10 Financial Instruments

any pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trust, including but not limited to the Pensions Acts 1952 and 1960, and Pensions Act 1990 and 2015.

B.11 Fines And Sanctions

- a. fines, prosecution costs or penalties of any kind;
- b. penal, punitive or exemplary or aggravated damages; or criminal sanctions.

B.12 Insolvency/Bankruptcy

Your insolvency or bankruptcy or the insolvency or bankruptcy of any of **Your** subcontractors or suppliers.

B.13 Insured's External Activities

Your activities as a trustee, partner, officer, director or employee of any trust or benefits scheme, charitable organisation, corporation, company or business other than **Your Organisation**, unless expressly provided for under one of the covers **You** have purchased.

B.14 Intentional Acts

- a. any criminal, dishonest, fraudulent, illegal or malicious conduct or any intentional or knowing violation of the law committed by **Your Management**;

However, this exclusion will only apply if and when:

- i. such conduct or intentional violation of the law has been admitted in writing by **Your Management**, or
- ii. such conduct or intentional violation has been established by a judgment or other decision in any judicial, administrative, or alternative dispute resolution proceeding;

at which time **You** shall reimburse **Us** for all payments made by **Us** defending the **Claim** and **We** will not have any further liabilities in relation to this **Claim**.

B.15 Nuclear And Radioactive Contamination

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

B.16 Patent/Trade Secret

- a. any actual or alleged infringement of any patent or patent rights or misuse or abuse of any patent; or
- b. any actual or alleged use or misappropriation of any ideas or trade secrets, unless expressly provided for under one of the covers **You** have purchased.

B.17 Recall Of Products

the withdrawal or recall of products.

B.18 Royalty Payments

- a. the actual or alleged obligation to make licensing fee or royalty payments, including but not limited to the amount or timeliness of such payments;
- b. or brought by or on behalf of any intellectual property licensing bodies or organisations, including but not limited to the Society of European Stage Authors and Composers, the American Society of Composers, Authors and Publishers or Broadcast Music, Inc;

B.19 Securities Laws

any actual or alleged violation of any securities related law, act, regulation or legislation, including but not limited to the Companies Act 2014 or any amendment to the above.

B.20 Toxic Mould, Asbestos, Pollution, Electromagnetic Field

- a. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;

any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; or 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 any fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins.

We will have no duty or obligation to defend **You** with respect to any **Claim** or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly arises out of, or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;

- b. asbestos, or any materials containing asbestos in whatever form or quantity;
- c. any electromagnetic field, electromagnetic radiation or electromagnetism;
- d. whether suddenly or over a long period of time seepage, pollution or contamination of any kind, unless specifically covered elsewhere;
- e. the actual, alleged, or threatened discharge, dispersal, release or escape of Pollutants; or any governmental, judicial or regulatory directive or request that **You** or anyone acting under **Your** direction or control test for, monitor, clean up, remove, contain, treat, detoxify or neutralize Pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapour, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

This exclusion does not apply to Employers Liability cover, (if purchased).

B.21 War And Terrorism

- a. war, invasion, riots, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- b. any act of terrorism. For the purpose of this exclusion, an act of terrorism means an act, including but not limited to 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,

this Exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

B.22 Aircraft, Motor, Marine And Aviation

the ownership, maintenance, possession, use of or entrustment to others of any aircraft, **Motor Vehicle** or watercraft owned or operated by or rented or loaned to **You**. Use includes operation and **Loading or Unloading**.

C. What You and Your management must do

C.1 Cooperating with Us

The following are **IMPORTANT CONDITIONS** under this Policy. Coverage under this Policy will not be available unless **You** comply with these important conditions which is a condition precedent to liability:

- a. **You** must cooperate with **Us** in the investigation, defence and settlement of all **Circumstances, Claims** and **Losses**. **You** must not take any action which in any way increases **Our** exposure under this Policy.
- b. **You** must not admit liability, apologise, incur any expenses and/or enter into any settlement or dispose of any **Circumstance, Claim** or **Losses** without **Our** prior written consent.

You must make available to **Us** at all reasonable times, and **We** have the right to inspect and copy, all **Your** books, papers and other records and those of **Your** agents or brokers in connection with any **Claim, Circumstance** or **Loss** notified under this Policy.

- c. Breach of any period specified in a term or condition of this Policy for notification to **Us** of a claim or circumstance that may give rise to a claim or any other matter will entitle **Us** to refuse payment of a claim but only where **We** have been prejudiced by the breach of the notification term or condition in question.

C.2 Premium Payment Warranty

You must pay all premiums under this policy within 30 days from inception. If **We** do not receive payment of such premium by midnight (local standard time) on the premium due date, **Your** coverage will be suspended on 7 seven day's written notice in compliance with this condition.

D. Defence, settlement and investigation of claims

- D.1** **We** will conduct the defence of any **Claim** first made against **You** during the **Policy Period** (subject to the policy limits, General Conditions, and other terms and conditions of this Policy). **We** will appoint lawyers, experts and other representatives to defend **You** if **We** consider it necessary to do so.
- D.2** In addition, **We** will pay **Your Claims Expenses** incurred with **Our** prior written consent.
- D.3** If **We** recommend any strategy, settlement or compromise that is accepted by the third party claimant and **You** refuse to agree to it and decide to contest the **Claim**, **Our** liability will not exceed the amount for which that **Claim** could have been resolved if our recommendation had been followed or settled, less the applicable excess and the **Claims Expenses** incurred up to the time of **Your** refusal.
- D.4** Where **We** believe that a **Claim** may exceed the Limit of Liability, **We** reserve the right at any time to pay a sum equal to or in excess of the Limit of Liability to **You**.

In these circumstances, **We** shall have no further liability under the Policy in relation to the **Claim** whether for **Damages, Claims Expenses** or otherwise.

E. General conditions

E.1 Fraudulent Claims

If a claim for coverage under this Policy contains information that is false or misleading in any material respect and You either know that it is false or misleading or consciously disregard whether it is false or misleading, or a claim is otherwise fraudulent in any respect (**Fraudulent Claim**), **We** shall be entitled to:

- a. refuse to pay the claim; and
- b. terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the **Fraudulent Claim** was submitted.

In such circumstances of termination **We** shall refuse all liability to **You** under the Policy in respect of any claim made after the date of submission of the **Fraudulent Claim** (but not in respect of any claim(s) made before submission of **the Fraudulent Claim**) and **We** will not need to return any of the premiums paid under the Policy.

E.2 Pre-Contractual Duties

For the purposes of this Policy:

- (a) **You** have a legal duty prior to entering into the Policy and/or prior to the renewal of the Policy (as relevant) to provide responses to questions asked by **Us** in relation to the risk(s) to be insured.
- (b) A matter about which **We** ask a specific question is material to the risk undertaken by **Us** or the calculation of the premium by **Us**, or both.
- (c) **You** have a legal duty to answer all questions asked by **Us** honestly and with reasonable care.
- (d) While **We** acknowledge that **You** have no legal duty of voluntary disclosure of information prior to the inception or renewal of this Policy, **You** shall ensure that any information voluntarily provided by **You** or on **Your** behalf in this context is provided honestly and with reasonable care.

E.3 Material Misrepresentation

We will have the rights set out below in circumstances of material misrepresentation by **You** or on **Your** behalf prior to inception or renewal of this Policy. For these purposes:

- (a) a "**Negligent Misrepresentation**" is a representation made without the reasonable care to be expected in the circumstances of an average consumer (as defined in the Consumer Insurance Contracts Act 2019), but which was not fraudulent, and where the representation would influence the judgment of a prudent insurer in fixing the premium, or determining whether it will take the risk, and which was an effective cause of **Us** entering into the Policy on the terms on which **We** did ("**Negligent Misrepresentation**").
- (b) A "**Fraudulent Misrepresentation**" is a representation that is false or misleading and which **You** either know to be false or misleading or consciously disregard whether it is false or misleading and where the representation would influence the judgment of a prudent insurer in fixing the premium, or determining whether it will take the risk, and which was an effective cause of **Us** entering into the Policy on the terms on which **We** did ("**Fraudulent Misrepresentation**").
- (c) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **You** or on **Your** behalf prior to commencement or renewal of the Policy (as the case may be), involves a **Negligent Misrepresentation**, the remedy available to **Us** shall reflect what **We** would have done had **We** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
 - (i) if **We** would not have entered into the Policy on any terms, **We** may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
 - (ii) if **We** would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if **We** so require;

- (iii) if **We** would have entered into the Policy, but would have charged a higher premium, **We** may reduce proportionately the amount to be paid on the relevant claim.
- (d) Where an answer which was provided, or information which was volunteered, by **You** or on **Your** behalf prior to commencement or renewal of the Policy (as the case may be) involves a **Negligent Misrepresentation** which is identified at a time prior to there being any claim under the Policy, **We** may either:
 - (i) give notice to **You** that in the event of a claim **We** will exercise the remedies in paragraphs (c)(i)-(iii) above as appropriate; and/or
 - (ii) terminate the Policy by giving reasonable notice.
- (e) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **You** or on **Your** behalf prior to commencement or renewal of the Policy (as the case may be) involves a **Fraudulent Misrepresentation**, or where any conduct by **You** (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, **We** shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

E.4 Changes in Circumstances

Your Management must tell Us as soon as reasonably possible of any changes to the following provided by You to Us prior to the commencement or renewal of this Policy:

- (a) the information provided in any proposal form or equivalent in response to specific questions asked by **Us**;
- (b) the information provided and recorded in any Statement of Fact issued to **You**;
- (c) any declarations made by **You** or on **Your behalf**; and/or
- (d) any additional information voluntarily provided by **You** or on **Your behalf**.

When **You** notify **Us** about a change as above, or if **You** otherwise become aware of any such change, as referenced above, **We** may reassess the premium chargeable and Policy cover more generally.

We may refuse a claim made by **You** where there has been a change in the subject matter of the Policy which results in a new risk which **We** did not agree to cover and which was beyond the reasonable contemplation of **Us** and **You** when the Policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

E.5 Communications with You

Your Management shall be considered **Your** agent and shall act on **Your** behalf with respect to the giving of or receipt of all notices relating to this Policy including the acceptance of any endorsements to this Policy. **Your Management** shall be responsible for the payment of all premiums and the policy excess.

E.6 Cancellation and Renewal

- a. **You** are entitled to cancel this Policy within 14 working days from the date of inception or within 14 days from the date **Your Management** receives the Policy documentation, whichever is the later, without giving a reason, which is the cooling off period. If **You** cancel the Policy during the cooling off period a full refund of the premium will be made.
- b. Once the cooling off period has expired, **You** may cancel this Policy by giving **Us** 30 days written notice. If **Your Management** has not notified any **Claims, Losses** or **Circumstances**, then **We** will provide a pro-rata refund of premium to account for the time on risk.
- c. **We** may cancel this Policy by giving **Your Management** 30 days written notice; however, if **We** cancel this Policy because **You** have failed to pay the premium due, **We** may do so by giving **You** 10 days written notice.
- d. **We** will give **Your Management** a pro-rata refund of the Premium for the remaining portion of the **Policy Period** after the expiry of the notice period for cancellation.
- e. The contract will renew automatically as a new contract of insurance on existing terms for a period of one year unless:
 - i. notice of cancellation is sent by recorded delivery and is received from one of the parties at least 30 days prior to the expiration date specified in the Schedule; or
 - ii. there is a change of circumstances falling within General Condition E.4.

E.7 Mergers And Acquisitions

a. Newly Acquired Entities

If during the **Policy Period** the **Named Entity** or any **Subsidiary** acquires any entity whose annual revenues are less than twenty per cent (20%) of the **Named Entity's** total annual revenues for the four quarterly periods directly preceding the Inception Date then, subject to the **Policy Period** and all other terms and conditions of this Policy, coverage under this Policy shall be afforded for a period of thirty (30) days, but only for:

- i. any **Claim** that arises out of any act, error or omission, first occurred or committed or incident or event first occurring after the entity becomes so owned; or
- ii. business activities previously disclosed to **Us**;

subject always to the entity having had no prior **Claims**.

b. Mergers Or Consolidations

If during the **Policy Period** the **Named Entity** consolidates or merges with or is acquired by another entity, or sells substantially all of its assets to any other entity, then this Policy shall remain in full force and effect, but only with respect to acts or incidents or **Security Breach** that occur prior to the date of the consolidation, merger or acquisition. No coverage shall be provided by this Policy for any other **Claim** or **Loss** unless the **Named**

Entity provides written notice to **Us** prior to such consolidation, merger or acquisition, the **Named Entity** has agreed to any additional premium and terms of coverage required by **Us** and **We** have issued an endorsement extending coverage under this Policy.

E.8 Subrogation

- a. Subject to paragraph b. below, whether before or after any payment under this Policy, **We** shall be subrogated to all **Your** relevant rights of recovery against any person or organisation. **You** shall assign **Your** rights of recovery to **Us** and **You** shall do whatever is reasonably asked of **You** by **Us** to secure such rights and assist us in making such a recovery.
- b. Where **We** have the right to be subrogated to **Your** recovery rights against some other person as above, but **You** have not exercised those rights and might reasonably be expected not to exercise those rights because **You** and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010), then in such circumstances:
 - i. Where the other person is not insured in respect of their liability to **You**, **We** do not have the right to be subrogated to **Your** rights against that other person.
 - ii. Where the other person is so insured, **We** may not recover from the other person an amount greater than the amount that that person may recover under their insurance policy.
 - iii. This sub-paragraph b. does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.
 - iv. If **You** are an employer, **We** will not exercise Our right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.
- c. Any recoveries by Us through the exercise of our right of subrogation under paragraph a. above shall be applied as follows:
 - i. Firstly, to the amount paid by **Us** to **You** in respect of **Damages, Losses** and/or **Claims Expenses**, and any other payments or costs, covered under this Policy;
 - ii. Secondly, if the amount recovered exceeds the amount to which We are entitled under paragraph i. above, You are entitled to so much of the surplus as does not exceed Your remaining uninsured loss (including any deductible payable by you), if any;
 - iii. If the amount recovered by Us exceeds the sum of:
 - (i) the amount to which We are entitled under paragraph i. above; and
 - (ii) the amount (if any) to which You are entitled under paragraph ii. above

We will be entitled to retain the surplus amount.

E.9 Policy documentation

By acceptance of this policy **You** agree that this Policy (including the Schedule and Endorsements) forms the entire agreement between **You** and **Us**.

E.10 Bankruptcy

Your bankruptcy or insolvency will not relieve **Us** of **Our** obligations nor deprive **Us** of **Our** rights or defences under this Policy.

E.11 Headings

The descriptions in headings and subheadings of this Policy are solely for convenience and form no part of the terms, conditions, exclusions or covers.

E.12 Choice Of Law And Jurisdiction

This Policy, including any non-contractual disputes arising in respect of it, shall be governed by and construed in accordance with Irish laws. **We** and **You** have agreed that any legal proceedings between **Us** in connection with this Policy will only take place in the Irish courts.

E.13 Service Of Suit Clause

It is agreed that any summons, notice or process to be served upon **Us** for the purpose of instituting any legal proceedings against **Us** in connection with this Policy may be served upon the nominated persons stated in the Schedule.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

E.14 Breach of Continuing Restrictive Condition

- (a) Any condition in this Policy, however expressed, that purports to require **You** to do, or not to do, a particular act or acts, or requires **You** to act, or not to act, in a particular manner is termed a **Continuing Restrictive Condition**, and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this defined term.
- (b) In this Policy, any term that imposes a **Continuing Restrictive Condition**, including one that is intended to reduce the risk of a particular type of loss, or to reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:
 - i. **You** breach any such term; and
 - ii. during the period of breach **You** suffer a relevant loss; and
 - iii. such breach increased, in the circumstances concerned, the risk of the loss suffered by you

We will have no liability for the loss.

E.15 Consumer Insurance Contracts Act 2019

Should any provision of this Policy be inconsistent with the terms of the Consumer Insurance Contracts Act 2019 in force as at the date of inception or renewal (as relevant) of the Policy, the terms of the Act will prevail and the relevant provision will be read in a manner consistent with the requirements of the Act.

E.16 Several Liability Clause

The insurers names hereon bind themselves each for their own part and not for one another. Each insurer's liability under this policy shall not exceed that percentage or amount shown against that insurer's name.

E.17 Complaints Procedure

While we are committed to providing the highest level of service to our customers, if you are dissatisfied with any aspects of our service, policy terms or claims handling, please write to:

The Complaints Manager
KennCo Underwriting Ltd
Suites 5 – 7 Grange Road Office Park
Grange Road
Rathfarnham
Dublin 16
Phone: (01) 4994600,
Fax: (01) 4954627
E-mail: complaints@kennco.ie

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. You will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint until the complaint is resolved or cannot be progressed any further. You will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made.

A decision on your complaint will be provided to you, in writing, within 40 (forty) business days of the complaint being made.

Should you remain dissatisfied with the final response or if you have not received a final response within 40 (forty) business days of the complaint being made, you may be eligible to refer your complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Republic of Ireland
Tel: +353 1 567 7000
E-mail: info@fspo.ie
Website: www.fspo.ie

If **You** have purchased the contract online **You** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is www.ec.europa.eu/odr.

The complaints handling arrangements above are without prejudice to **Your** right to commence a legal action or an alternative dispute resolution proceeding in accordance **Your** contractual rights.

E.18 Compensation

We are covered by the Insurance Compensation Fund.

You may be entitled to compensation from the Scheme if **We** are unable to meet **Our** obligations to **You** under this contract. If **You** are 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 www.centralbank.ie.

Beazley Breach Response - Irish Edition

A. Definitions for this cover

A.1 Breach Resolution and Mitigation Services means a credit monitoring product, identity monitoring product or other solution offered to **Notified Individuals**. The product offered to **Notified Individuals** will be selected by **Us** in consultation with the **Your Organisation** and in accordance with the guidance provided under Section F. below.

The product offer will be included in the communication provided pursuant to Cover B.2.c.

A.2 Call Centre Services means the provision of a call centre to answer calls during standard business hours for a period of ninety (90) days following notification (or longer if required by applicable law or regulation) of an incident pursuant to Cover B.2.b (Notified Individuals) under this Cover. Such notification shall include a toll free telephone number that connects to the call centre during standard business hours. Call centre employees will answer questions about the incident from **Notified Individuals** and will provide information required by applicable law or regulation. **Call Centre Services** will include up to 10,000 call per day and will be provided by a service provider selected by **Us** in consultation with **Your Organisation** from the list of service providers provided by **Us** in accordance with Section F. below.

A.3 Computer Expert Services means services provided by:

- a. a computer security expert:
 - i. to determine the existence and cause of any electronic data breach which may require **Your Organisation** to comply with a **Breach Notice Law**; and
 - ii. to determine the extent to which such information was accessed by an unauthorised person or persons, and
 - iii. if such breach is actively in progress on **Your Organisation's Computer Systems**, to assist in containing the existing intrusion on such systems from accessing **Personally Identifiable Information**; and
- b. a PCI Forensic Investigator that is approved by the PCI Security Standards Council and is retained by **Your Organisation** in order to comply with the terms of a **Merchant Services Agreement** to investigate the existence and extent of an actual or suspected compromise of credit card data; and in **Our** discretion, where a computer security expert described in i. above has not been retained for a computer security expert to provide advice and oversight in connection with the investigation conducted by the PCI Forensic Investigator;
- c. a computer security expert to demonstrate **Your** ability to prevent a future electronic data breach as required by a **Merchant Services Agreement**;

Computer Expert Services will be provided by a service provider selected by **Us** in consultation with **Your Organisation** in accordance with Section F. below.

A.4 Legal Services means a legal representative:

- a. to determine the applicability of and actions necessary by **Your Organisation** to comply with a **Breach Notice Law** due to an actual or reasonably suspected theft, loss or **Unauthorised Disclosure** of **Personally Identifiable Information**;
- b. to advise **Your Organisation** in responding to credit card system operating regulation requirements for any actual or suspected compromise of credit card data that is required to be reported to **Your Organisation's** merchant bank under the terms of a **Merchant Services Agreement**, but this clause does not cover fees incurred in any legal proceeding, arbitration or mediation, or any advice in responding to credit card system operating regulations after any assessment of **PCI Fines, Expenses and Costs**;
- c. to provide necessary legal advice to the **Your Organisation** in responding to actual or suspected theft, loss or **Unauthorised Disclosure** of **Personally Identifiable Information**; and
- d. to advise **Your Organisation** regarding the notification of relevant entities of an actual or reasonably suspected theft, loss or **Unauthorised Disclosure** of **Personally Identifiable Information**.

Legal Services will be provided by a service provider selected by **Your Organisation** in consultation with **Us** from the list of service providers provided by **Us** as stated in Section F. below.

A.5 Product means any tangible property (including containers, packaging, labelling or instructions, but explicitly excluding any telecoms or technology hardware or software) which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered, processed, cleaned, renovated or repaired by **You** or on **Your** behalf.

A.6 Public Relations and Crisis Management Expenses shall mean the following costs agreed in advance by **Us** in **Our** reasonable discretion, and which are directly related to mitigating harm to the **Named Entity's** reputation or potential loss covered by the Policy resulting from an incident described in Covers B.1.1.a (Data Breach) or B.1.1.b. (Computer Security Failure) or from a **Public Relations Event**:

1. costs incurred by a public relations or crisis management consultant;
2. costs for media purchasing or for printing or mailing materials intended to inform the general public about the incident or event;
3. for incidents or events in which notification services are not otherwise provided pursuant to Cover B.1.1.a (Data Breach) or B.1.1.b. (Computer Security Failure), costs to provide notifications via e-mail or ordinary pre-paid post to affected individuals where such notifications are not required by law ("voluntary notifications"), including notices to non-affected customers of **Your Organisation**;
4. costs to provide government mandated public notices related to breach events;
5. costs to provide services to restore healthcare records of **Notified Individuals** whose **Personally Identifiable Information** was compromised as a result of theft, loss or **Unauthorised Disclosure**; and
6. other costs approved in advance by **Us**.

Public Relations and Crisis Management Expenses must be incurred no later than twelve (12) months following the reporting of such **Claim** or breach event to **Us** and, with respect to Cover B.1.1.a. (Data Breach) and B.1.1.b. (Computer Security Failure) above, within ninety (90) days following the first publication of such **Claim** or breach event. If voluntary notifications are provided, e-mail notification will be provided in lieu of ordinary pre-paid post mail to the extent practicable.

A.7 Public Relations Event means the publication or imminent publication in a newspaper (or other general circulation print publication) or on radio, television or a publicly accessible website of a covered **Claim** under this Policy.

B. What We cover

B.1. Information Security & Privacy Liability

1. Coverage

We will indemnify **You** for **Damages** and **Claims Expenses** which **You** are legally obligated to pay because of any **Claim**, including a **Claim** for violation of a **Privacy Law**, first made against **You** during the **Policy Period** and reported in writing to **Us** during the **Policy Period** or as otherwise provided in accordance with the notification provisions in this Cover, for the following acts, errors or omissions or incidents occurring in the course of **Your** business activities stated in the Schedule:

a. Data Breach

theft, loss, or **Unauthorised Disclosure** of **Personally Identifiable Information** or **Third Party Information** that is in the care, custody or control of **Your Organisation**, or a third party for whose theft, loss or **Unauthorised Disclosure** of **Personally Identifiable Information** or **Third Party Information** **Your Organisation** is legally liable, provided such theft, loss or **Unauthorised Disclosure** first takes place on or after the **Retroactive Date** and before the end of the **Policy Period**;

b. Computer Security Failure

one or more of the following acts or incidents that directly result from a failure of **Computer Security** to prevent a **Security Breach**, provided that such act or, incident first takes place on or after the **Retroactive Date** and before the end of the **Policy Period**;

- (a) the alteration, corruption, destruction, deletion, or damage to data stored on **Computer Systems**;
- (b) the failure to prevent transmission of malicious code from **Computer Systems** to computer or network systems that are not owned, operated or controlled by **You**; or
- (c) the participation by **Your Organisation's Computer Systems** in a denial of service attack directed against computer or network systems that are not owned, operated or controlled by **You**.

c. Failure to Disclose

Your Organisation's failure to disclose in a timely way an incident described in B.1.1.a (Data Breach) and B.1.1.b (Computer Security Failure) above in violation of any **Breach Notice Law**; provided such incident giving rise to **Your Organisation's** obligation under a **Breach Notice Law** must first take place on or after the **Retroactive Date** and before the end of the **Policy Period**; or

d. Privacy Policy Failure

Your failure to comply with that part of a **Privacy Policy** that specifically:

- (a) prohibits or restricts **Your Organisation's** disclosure, sharing or selling of a person's **Personally Identifiable Information**;
- (b) requires **Your Organisation** to provide access to **Personally Identifiable Information** or to correct incomplete or inaccurate **Personally Identifiable Information** after a request is made by a person; or
- (c) mandates procedures and requirements to prevent the loss of **Personally Identifiable Information**;

provided the acts, errors or omissions that constitute such failure to comply with a **Privacy Policy** must first take place on or after the **Retroactive Date** and before the end of the **Policy Period**, and **Your Organisation** must, at the time of such acts, errors or omissions, have in force a **Privacy Policy** that addresses those subsections above that are relevant to such **Claim**.

2. Extensions

a. Regulatory Defence and Penalties

We will indemnify **You** for **Claims Expenses** and **Penalties** which **You** are legally obligated to pay because of any **Claim** in the form of a **Regulatory Proceeding**, first made against **You** during the **Policy Period** and reported in writing to **Us** during the **Policy Period** or as otherwise provided in accordance with the notice provisions of this Cover, resulting from a violation of a **Privacy Law** and caused by an incident described in Cover B.1.1.a. (Data Breach), Cover B.1.1.b. (Computer Security Failure) and Cover B.1.1.c. (Failure to Disclose) above that first takes place on or after the **Retroactive Date** and before the end of the **Policy Period** and occur in the course of **Your** business activities stated in the Schedule.

b. Website Media Content Liability

We will indemnify **You** for **Damages** and **Claims Expenses** which **You** are legally obligated to pay resulting from any **Claim** first made against **You** during the **Policy Period** and reported in writing to **Us** during the **Policy Period** or as otherwise provided in accordance with the notice provisions of this Cover, for one or more of the following acts first committed on or after the **Retroactive Date** and before the end of the **Policy Period** in relation to **Your Organisation's** website media content supporting **Your** business activities stated in the Schedule.

- i. defamation, libel, slander, product disparagement, trade libel, prima facie tort, infliction of emotional distress, outrage, outrageous conduct or other tort related to disparagement of harm to the reputation or character of any person or organisation, including mental anguish or emotional distress resulting therefrom;
- ii. a violation of the rights of privacy of an individual, including false light, intrusion upon an individual's seclusion and public disclosure of private personal information;
- iii. invasion or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
- iv. improper deep-linking or framing within electronic content.

c. **PCI Fines, Expenses and Costs**

We will indemnify **You** for **PCI Fines, Expenses and Costs** incurred in the course of **Your** business activities stated in the Schedule which **You** shall become legally obligated to pay because of a **Claim** first made against **You** during the **Policy Period** and reported in writing to **Us** during the **Policy Period** or as otherwise provided in the notification provisions in this Cover, subject always to the **PCI Fines, Expenses and Costs** limit specified in the Schedule. **We** shall have no duty to defend any **Claim** or pay **Claims Expenses** with respect to any **Claim** referred to under this Extension.

d. **Employee Privacy Breach Cover**

Exclusion B.9.a (Employment Relationships) and B.3 (Insured vs Insured) in the General Conditions is amended to provide cover for any **Claims** brought by current or former **Employees of Yours** for **Claims** that would otherwise be covered under B.1.1.a. (Data Breach), B.1.1.b. (Computer Security Failure), and B.1.1.c. (Failure to Disclose) above.

e. **Forensic Defence Costs**

We will pay reasonable forensic costs and expenses of a computer security expert incurred defending a **Claim** covered under this Cover arising from a **Security Breach**, subject always to the forensic defence costs sub limit set out in the Schedule.

B.2 Privacy Breach Response Services

We will facilitate the provision of and pay on **Your** behalf **Privacy Breach Response Services** to **Your Organisation**, as set out below, because of any of the incidents (or reasonably suspected incident) described in Cover B.1.1.a (Data Breach) and Cover B.1.1.b (Computer Security Failure) above occurring in the course of **Your** business activities stated in the Schedule and that first takes place on or after the **Retroactive Date** and before the end of the **Policy Period** and is discovered by **You** and is reported to **Us** during the **Policy Period** or as otherwise provided in accordance with the notification provisions in this Cover.

Privacy Breach Response Services means the following:

- a. **Computer Expert Services;**
- b. **Legal Services;**
- c. **Notification Services** to provide notification to:
 - i. individuals who are required to be notified by the **Insured Organization** under the applicable **Breach Notice Law**; or
 - ii. in **Our** discretion, individuals affected by an incident in which their **Personally Identifiable Information** has been subject to theft, loss or **Unauthorized Disclosure** in a manner which compromises the security or privacy of such individual by posing a significant risk of financial, reputational or other harm to the individual;
- d. **Call Centre Services;**
- e. **Breach Resolution and Mitigation Services;** and
- f. **Public Relations and Crisis Management Expenses.**

Privacy Breach Response Services also includes assistance from the BBR Services Team and access to educational and loss control information at no charge.

Privacy Breach Response Services and the conditions applicable thereto are set forth more fully in Section F. below (Conditions Applicable to **Privacy Breach Response Services**).

Privacy Breach Response Services will only be provided in excess of the applicable excess, shall not exceed the **Privacy Breach Response Limit** of Coverage set out in the Schedule and shall not include any internal salary or overhead expenses of **Your Organisation**.

C. What We do not cover

We will not make any payment for or in respect of any **Claim** or **Loss** arising out of, or resulting from:

C.1 Employment Relationships

any employer-employee relations, policies, practices, employee practices liability acts or omissions, as per the terms of Exclusion B.9.a in the General Conditions, save that this exclusion shall not apply to the providing of **Privacy Breach Response Services** involving current or former **Employees** of **Your Organisation**.

C.2 Collection, Acquisition or Retention of Personally Information

- a. the actual or alleged unlawful collection, acquisition or retention of **Personally Identifiable Information** or other personal information by, on behalf of, or with the consent or cooperation of **Your Organisation**; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (e.g. opt-in or opt-out) from the collection, disclosure or use of **Personally Identifiable Information**; provided, that this exclusion shall not apply to the actual or alleged unlawful collection, acquisition or retention of **Personally Identifiable Information** by a third party committed without the knowledge of **Your Organisation**; or
- b. the distribution of unsolicited email, direct mail, or facsimiles, wire tapping, eavesdropping, audio or video recording, or telemarketing, if such distribution, wire tapping or recording is done by or on behalf of **Your Organisation**;

C.3 Trading Losses

any trading losses or trading liabilities incurred by **You** including, without limitation, loss of any client account and/or custom, the monetary value of any transactions or electronic fund transfers by **You** or on **Your** behalf which is lost, diminished, or damaged during transfer from, into or between accounts.

C.4 Bodily Injury And Property Damage

Bodily Injury or **Property Damage**;

C.5 Business specific exclusions

any defect in any telecoms or technology hardware or software which is the sole responsibility of a third party. This exclusion does not apply to any amount **You** can recover under a written contract with a third party.

C.6 Media

- a. any statement **You** knew, or ought reasonably to have known, was defamatory at the time of publication.
- b. any over redemption or under redemption of coupons, discounts, awards or prizes from advertisements, promotions, contests or other games of chance.
- c. the distribution, exhibition, performance, publication, display or broadcasting of content or material in:
 - i. broadcasts, by or on behalf of, or with **Your** permission or direction, including but not limited to, television, motion picture, cable, satellite television and radio broadcasts;
 - ii. publications, by or on behalf of, or with **Your** permission or direction, including, but not limited to, newspaper, newsletter, magazine, book and other literary form, monograph, brochure, directory, screen play, film script, playwright and video publications, and including content displayed on an Internet site; or
 - iii. advertising by **You** or on **Your** behalf;

provided however this exclusion does not apply to the publication, distribution or display of **Your Organisation's Privacy Policy**;

C.7 Contractual Liability Exclusion

Any contractual liability except:

- a. only with respect to the coverage provided pursuant to Cover B.1.1.a (Data Breach), to any obligation **Your Organisation** to maintain the confidentiality or security of **Personally Identifiable Information** or of **Third Party Information**;
- b. to **Computer Expert Services** or **Legal Services** covered under Cover B.2.;
- c. to **PCI Fines, Expenses and Costs** covered under Extension B.1.2.c.; or
- d. to the extent **You** are liable in the absence of a contract or agreement.

C.8 Force Majeure

fire, **Flood**, earthquake, volcanic eruption, explosion, lighting, wind, hail, tidal wave, landslide, act of God or other physical event.

C.9 Land or Building

the ownership, possession, or use of any land or building.

C.10 Other types of Insurance

- a. the supply, manufacture or maintenance of **Your Products**.
- b. any liability or breach of duty or obligation owed by any of **Your** Directors, officers, trustees or board members while acting in that capacity.

C.11 Retroactive Date

any act, error, omission, incident or event or any related or continuing acts, errors, omissions, incidents or events where the first such act, error, omission, incident or event was committed or occurred prior to the **Retroactive Date**.

C.12 Workmanship

Bodily Injury and **Property Damage** caused by any physical workmanship in manufacture, fabrication, construction, erection, installation, assembly, alteration, servicing, remediation, repair, demolition or disassembly (including material, parts or equipment furnished in connection therewith) by **You**.

C.13 Territorial and jurisdictional limits

- i. In relation to Cover B.1 (Information Security & Privacy Liability):
 - a. any business activities outside the territories specified under the Territorial Limits Section in the Schedule;
 - b. any **Claims** brought outside the jurisdictions specified under the Jurisdictional Limits Section in the Schedule.
- ii. In relation to Cover B.2 (Privacy Breach Response Services) any services outside the territories specified under the Territorial Limits Section in the Schedule.

D. Limits of liability and excess

D.1 Information Security & Privacy Liability

- a. **We** will pay up to the overall limit of liability shown in the Schedule, subject to any sub-limit that might be applicable.

All sub limits of liability shown in the Schedule and all extensions of cover are part of and not in addition to the overall Limit of Liability shown in the Schedule unless specifically agreed otherwise.
- b. **You** must pay any relevant excess shown in the Schedule. The excess will apply separately to each **Claim** and/or **Loss** as applicable.
- c. Where more than one **Claim** or **Loss** notified under this Cover arises from or is connected with the same original source or cause, all such **Claims** or **Losses** shall be deemed to be one **Claim** or **Loss** under this Cover and only one limit of liability and only one excess will be payable for all those **Claims** or **Losses**.
- d. Clarification of how **Claims Expenses** will be dealt with can be found in the Schedule.

D.2 Beazley Breach Response Services

- a. **We** will pay up to the limits of costs and **Notified Individuals** shown in the Schedule. All sub limits shown in the Schedule are part of and not in addition to the limits shown in the Schedule unless specifically agreed otherwise.
- b. **We** will not be obligated to facilitate the provision of, nor to pay on **Your** behalf the cost of any **Notification Services, Call Centre Services** or **Breach Solutions and Mitigation Services** after the number of **Notified Individuals** under Cover B.2.c (**Notification Services**) above reaches an aggregate of the number of **Notified Individuals** stated in the Schedule. If the total number of individuals to be notified under the Policy exceeds the number of **Notified Individuals** stated in the Schedule, **You** shall be responsible for providing notification and credit monitoring services to such additional individuals in accordance with Section D.2.c. below.
- c. If the total number of notifications made pursuant to Cover B.2.c (**Notification Services**) aggregates to more than the number of notifications stated in the Schedule, **Your Organisation** will be responsible for paying for **Privacy Breach Response Services** with respect to any excess notifications, and such costs will not be covered by the Policy. If an incident involves notifications made pursuant to Cover B.2.c (**Notification Services**) both within the notification limit stated in the Schedule and in excess of such limit, all excess notifications will be provided by the same service provider that provides **Notification Services** covered under the Policy, and the costs will be allocated between **Us** and **Your Organisation** pro rata based on the number of covered and non-covered notifications.
- d. In the event that a service provider nominated or appointed by **Us** is unable to or does not provide **Privacy Breach Response Services**, **We** will make reasonable efforts to procure similar services from other sources. In such event, the maximum **We** will pay for the costs of procuring and providing all **Privacy Breach Response Services** under Cover B.2 including substitute products and services shall be an amount equal to EUR10 multiplied by the number of **Notified Individuals** shown in the Schedule under the **Privacy Breach Response Services** Aggregate Limit. In the event there is a change of law, regulation or enforcement that prevents **Us** or **Our** service providers from providing all or part of the **Privacy Breach Response Services**, **We** will make reasonable efforts to substitute other services but, if this is not possible, **We** shall not be obligated to provide such services.
- e. To the extent that costs to provide **Privacy Breach Response Services** are covered pursuant to a **Claim** described General Definition A.5.b (Claim), such costs shall be covered solely under Cover B.1.1.a (Date Breach) and not under Cover B.2. or any other Cover in this Policy.
- f. **You** must pay any relevant excess shown in the Schedule. The excess applies separately to each incident, event, or related incidents or events, giving rise to an obligation to facilitate the provision of and pay on **Your** behalf the cost of **Privacy Breach Response Services**:
 - i. **Notification Services, Call Centre Services, and Breach Resolution and Mitigation Services** will only be provided for each incident, event or related incidents or events, requiring notification to at least the number of individuals stated in the Schedule. For incidents involving notification to fewer individuals there shall be no coverage for any such services under Cover B.2.

- ii. For all **Computer Expert Services, Legal Services and Public Relations and Crisis Management Services**, the excess stated in the Schedule apply separately to each incident, event or related incidents or events, giving rise to an obligation to provide such services; and the Each Incident excess shall be satisfied by monetary payments by the **Named Insured** for such services.

E. What You and Your management must do

The following are **IMPORTANT CONDITIONS** under this Policy. Coverage under this Policy will not be available unless **You** comply with these **IMPORTANT CONDITIONS**:

E.1 Notification of Claims, Circumstances and Losses

- a. **Your Management** must give **Us** written notification as soon as reasonably possible of:
 - i. any **Claim** first made against **You** during the **Policy Period**;
 - ii. any **Circumstance** which **You** first become aware of during the **Policy Period**;
 - iii. any **Loss** which **You** suffer during the **Policy Period**.
- b. **Your Management** must provide such notification to **Us** no later than the end of the **Policy Period** or no later than 30 days after the end of the **Policy Period** if agreed by **Us**.
- c. **Your Management's** written notification of a **Claim** must indicate all the specific details of the **Claim**, together with every demand, notice, summons or other process received by **You**.
- d. For a valid notification of a **Circumstance** to be given, **You** must provide the following information:
 - i. the specific details of the negligent act, error or omission, incident, loss of documents, or breach of contract that could likely form the basis of a **Claim**;
 - ii. the injury or damage which may result or has resulted from the **Circumstance**; and
 - iii. the facts by which **You** first became aware of the act, error or omission, incident, loss of documents, or breach of contract.
- e. Any subsequent **Claim** made against **You** arising out of the same facts and matters, or the same originating cause, as a **Claim** first made, or a **Circumstance** firstly duly notified (as above), within the **Policy Period** will be considered to have been made on the date that said earlier **Claim** was first made, or on which the relevant **Circumstance** was first notified, whichever was the earlier.

E.2 Privacy Breach Response Services

- a. **You** must report an incident (or reasonably suspected incident) described in Cover B.1.1.a. (Data Breach) or B.1.1.b. (Computer Security Failure) as soon as practicable during the **Policy Period** after discovery by **You**.
- b. Notwithstanding the foregoing, if the **Named Entity** reasonably believes that the **Privacy Breach Response Services** provided as a result of such incident or suspected incident are not likely to meet or exceed the excess, then reporting of such incident or suspected incident under this Clause is at

the **Named Entity's** option, but unless such incident or suspected incident is reported in accordance with the first paragraph of this Clause, there shall be no coverage for **Privacy Breach Response Services** in connection with such incident or suspected incident.

F. Conditions applicable to privacy breach response services

The availability of any coverage under this Cover for **Privacy Breach Response Services** (called the "Services" in this Clause) is subject to the following conditions.

In the event of an incident (or reasonably suspected incident) covered by under Cover B.2, **We** will provide **Your Organisation** (referred to as "you" in this Clause) with the coverage afforded by this **Policy** assistance [with the Services and] with the investigation and notification process as soon as you notify **Us** of an incident or reasonably suspected incident (an "Incident"). After notifying **Us** of an Incident, you will be contacted by a member of **Our** Breach Response Services Group. **Our** team will provide you with information to help you respond to the event, assist you in engaging service providers, answer questions you may have about the process, and provide you with assistance throughout the breach response process.

F.1 The Services provided under this Cover have been developed to expedite the investigation and notification process and help ensure that **Your** response to a covered Incident will comply with legal requirements and will be performed economically and efficiently. It is therefore important that in the event of an Incident, you follow the programme's requirements stated below, as well as any further procedures described in the *Service Provider List* provided with this Policy, and that you communicate with **Us** so that **We** can assist you with handling the Incident and with the Services. You must also assist **Us** and cooperate with **Us** and any third parties involved in providing the Services. In addition to the requirements stated below, such assistance and cooperation shall include, without limitation, responding to requests and inquiries in a timely manner and entering into third party contracts required for provision of the Services.

The *Service Provider List* lists the approved providers of the Services along with additional information and procedures about the **Privacy Breach Response Services** provided under the Cover, and the *Service Provider List* may be updated from time to time. Because the *Service Provider List* is subject to change at any time, the information, procedures and service provider lists applicable to a specific Incident covered under the Cover will be those in the then current *Service Provider List*, which you can request from **Us** at the time of an Incident.

F.2 After notifying **Us** of an Incident, you will be contacted by a member of **Our** dedicated Breach Response Services team. **Our** team will provide you with information to help you respond to the Incident, assist you in engaging service providers, answer questions you may have about the process, and provide you with assistance throughout the breach response process.

F.3 If the costs of **Computer Expert Services** is covered under B.2.a. above, **You** must select such expert, in consultation with **Our** Breach Response Services Group, from the programme's list of approved computer security experts included in the *Service Provider List* provided with this Cover, which list may be updated by **Us** from time to time. The computer security expert will require access to information, files and systems and you must comply with the expert's requests and cooperate with the expert's investigation. Reports or findings of the expert will be made available to you, **Us** and any legal representative that is retained to provide advice to you with regard to the Incident.

F.4 If the costs of **Legal Services** are covered under B.2.b. above, such legal representative shall be selected by you in consultation with **Our** Breach Response Services Group from the programme's list of approved legal representatives included in the *Service Provider List* provided with this Policy, which list may be updated by **Us** from time to time. The legal representative will represent you in determining the applicability of, and the actions necessary to comply with, **Breach Notice Laws** in connection with the Incident and to advise regarding credit card system operating regulation requirements under definition A.4.b above if applicable.

F.5 If notification to individuals in connection with an Incident is covered under Cover B.2.c. above, such notice will be accomplished through a mailing, email, or other method if allowed by statute and if it is more economical to do so (though **We** will not provide notice by publication unless you and **We** agree or it is specifically required by law), and will be performed by a service provider selected by **Us** from the programme's list of approved breach notification service providers included in the *Service Provider List* provided with this Policy, which list may be updated by **Us** from time to time. For notification of individuals residing outside of the European Union or the United States, notice will be accomplished via ordinary pre-paid post to the extent reasonably practicable. The selected breach notification service provider will work with you to provide the required notifications. As part of this process, you will need to provide the following information:

- a. A notification letter must be prepared. **Our** Breach Response Services Group will be able to provide you with templates and assist you with the preparation process. Final form and content of the notification letter is to be prepared in consultation with a legal representative and approved by **Us**. It is important for this letter to be prepared without delay and for you to promptly provide sign off for the final proof of the letter provided to you for review prior to copying and mailing. The notification letter will be in black and white on two sided paper.
- b. You will provide the list of names and addresses of the persons to be notified to the notification service provider in a spreadsheet or other agreed format as specified by the breach notification service provider. Any returned mail will be collected and provided to you at **Your** request, but the Services do not include any further tracing of individuals whose letter was returned by the post office. Mailing of notification letters will be staggered if needed to take into account call centre resources.

Our staff will assist you with the notification process, but it is important that you respond in a timely manner to requests, approve letter drafts and provide address lists and other information as required to provide the Services. It will be **Your** responsibility to pay any costs caused by **Your** delay in providing information or approvals necessary to provide the Services, mistakes in information you provide, changes to the letter after approval, or any other failure to follow the notification procedure if it increases the cost of providing the Services in connection with an Incident.

F.6 If **Call Centre Services** are offered under this Cover, such services shall be performed by a service provider selected by **Us** who will work with you to provide the **Call Centre Services** as described above.

F.7 If **Breach Resolution and Mitigation Services** is offered under this Cover such products shall be provided by a service provider selected by **Us**.

F.8 In the event that one or more Incidents covered by the Policy aggregate to more than the number of notifications stated in the Schedule notifications, you will be

responsible for paying for **Privacy Breach Response Services** with respect to the excess notifications, and such costs will not be covered by the Policy. In the event of an Incident involving notifications both within the notification limit stated in the Schedule and in excess of the notification limit stated in the Schedule you agree that notification to all individuals to be notified will be provided by **Our** breach notification service provider, and the costs will be allocated between **Us** pro-rata based on the number of covered and non-covered notifications. The non-covered notifications will be selected randomly from the list of persons to be notified, and you agree to be responsible for any costs incurred in connection with non-covered notifications, including but not limited to the costs of any credit monitoring product and **Call Centre Services** that may be offered in the non-covered notifications.

DATA PROTECTION SHORT FORM INFORMATION NOTICE

Your personal information notice

Who we are

We are Lloyd's Insurance Company S.A. identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we will need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

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

Other people's details you provide to us

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

Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website www.lloyds.com/news-and-risk-insight/lloyds-subsi-diary-in-brussels or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us. Alternatively, you may contact the insurance agent that arranged your insurance at:

KennCo Underwriting Ltd, Suites 5-7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16 Tel: 0818 25 20 25

You also have the right to lodge a complaint with your competent data protection authority, but we encourage you to contact us beforehand.

Policy Underwritten By:

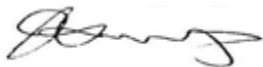
Lloyd's Insurance Company S.A. is a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on www.nbb.be. Website address: lloyds.com/brussels. E-mail: enquiries.lloydsbrussels@lloyds.com. Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536.

Policy Arranged By:

KennCo Underwriting Ltd T/A KennCo Insurance is regulated by the Central Bank of Ireland. KennCo is registered as an insurance intermediary under the European Union (Insurance Distribution) Regulations, 2018. Reference No. C49930 and is a Coverholder which acts as an agent of Lloyd's Insurance Company S.A in performing its duties under the Coverholder Appointment Agreement with the Unique Market Reference stated in the Schedule to this Policy.

KennCo is an Irish owned and run underwriting agency based in Rathfarnham, Co Dublin. It is registered in the Company Registration Office under Company number 454673 and its registered office is Suites 5- 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16.

Signature of person authenticating on behalf of Insurer:



*John Kennedy
Managing Director
KennCo Underwriting Ltd*