# Computer Insurance Policy

# 

Contents	Page
How To Read Your Computer Insurance Policy	3
Section 1 Material Damage	4
Section 2 Reinstatement of Data	4
Section 3 Increased Costs Of Working	4
Section 4 Computer Breakdown	4
Section 5 Terrorism in Great Britain	5
Policy Extensions	9
Policy Exclusions	14
Policy Conditions	16
Definitions	20
Complaints Procedure	24
Financial Services Compensation Scheme	24
French Prudential Supervision and Resolution Authority	24
Data Protection Act	25



# How To Read Your Computer Insurance Policy

Your Policy is made up of the following parts:

## Policy Schedule

The Policy Schedule provides key details about your policy including:

- your name
- address
- period of insurance
- premium
- operative sections
- insured location
- excess
- limits

## **Operative Sections**

Each Section of the Policy contains a description of the insurance cover provided along with any exclusions, conditions or definitions specific to that Section only. The Sections are arranged as follows:

- Section 1 Material Damage
- Section 2 Reinstatement of Data
- Section 3 Increased Costs of Working
- Section 4 Computer Breakdown
- Section 5 Terrorism in Great Britain

#### Policy Extensions, Exclusions and Conditions

These apply to all of the Policy unless otherwise stated herein.

#### **Claims Conditions**

These apply to any claim and tell you what to do in the event of a loss. Your duties and obligations and the Company's rights following a loss are set out here.

#### **Definitions**

Words (but not headings or sub-headings) with specific meaning (appearing in bold) are defined here. These may be specifically varied or supplemented in the wording of any Section.

## **Complaints Procedure**

This explains your rights and how to contact the Company in the event of a complaint.

#### **Endorsements**

These may be issued from time to time by the Company as a way of amending the Policy or for any other purpose relating to the Policy. When issued an endorsement forms part of the Policy.

## Introduction

This is a Chubb Computer Insurance Policy. Please read the entire Policy carefully.

## General Insuring Agreement

In consideration of payment of the Premium, and subject to the terms and conditions of this Policy, Chubb European Group SE (the 'Company') and the Insured agree that the Company will provide insurance cover as set out in those Sections identified as operative in the Schedule.

#### Please Note

All Sections of this Policy, including the Schedule and any endorsements, shall be read together and considered as one contract.

The operative Sections of this policy are indicated in the Schedule. Unless a particular Section is identified in the Schedule as operative, it is of no effect and no cover is granted under it.



## Section 1 Material Damage

#### Cover

If shown as operative in the Schedule the Company will pay for **damage** occurring during the Period of Insurance to **property insured** at an Insured Location shown in the Schedule caused by or resulting from a cause not otherwise excluded.

At the Company's option, the Company shall either:

- pay the reinstatement value of the property insured (or any part of it that sustains damage) at the time of the damage; or
- reinstate, repair or replace the **property** insured (or any part of it that sustains damage).

The most the Company will pay is the applicable Limit of Liability shown in the Schedule.

## Section 2 Reinstatement of Data

#### Cover

If shown as operative in the Schedule the Company will pay for the costs incurred by the Insured in reinstating any **electronic data** contained on any **electronic data processing media** as a direct consequence of **damage** (as covered by Section 1 or 4 of this Policy) that occurs during the Period of Insurance.

Such costs shall include all reasonable and necessary amounts in gathering and assembling such **electronic data**.

The most the Company will pay is the applicable Limit of Liability shown in the Schedule.

### Section 2 Exclusion

In addition to the exclusions contained in the Policy Exclusions the following exclusion applies to this Section. This Section does not cover:

#### Commercial Value of Data

Any financial or pecuniary loss pertaining to the actual or potential commercial value of any information regardless as to whether this is contained in any **property insured** or not.

# Section 3 Increased Costs Of Working

#### Cover

If shown as operative in the Schedule the Company will pay for additional expenditure necessarily and reasonably incurred by the Insured during the **indemnity period** to prevent or minimise interruption or interference with the business carried on by the Insured at the Insured Locations as a direct consequence of **damage** (as covered by Section 1 or 4 of this Policy) to the **property insured** or **electronic data** or **denial of access** or **failure of supply** that occurs during the Period of Insurance.

The most the Company will pay is the applicable Limit of Liability shown in the Schedule.

## Section 3 Exclusion

In addition to the exclusions contained in the Policy Exclusions the following exclusion applies to this Section. This Section does not cover:

### **Satellite Telecommunications**

**failure of supply** occasioned by or happening through:

- failure of any satellite prior to obtaining its full operating function or while in or beyond the final years of its design life; or
- atmospheric solar or lunar conditions causing temporary interference with transmission to or from any satellite.

## Section 4 Computer Breakdown

#### Cover

If shown as operative in the Schedule the Company will pay for **damage** occurring during the Period of Insurance arising from **computer breakdown** caused by or resulting from a cause not otherwise excluded.

The most the Company will pay is the applicable Limit of Liability shown in the Schedule.



## Section 4 Exclusion

In addition to the exclusions contained in the Policy Exclusions the following exclusion applies to this Section. This Section does not cover:

## Maintenance Agreement

any loss recoverable under any guarantee, maintenance, rental, hire, lease or other applicable agreement.

## Section 5 Terrorism in Great Britain

Notwithstanding anything contained in this Policy to the contrary, in consideration of the payment of the Terrorism Premium and its Insurance Premium Tax in respect of the Period of Insurance:

## Sub-Section A - Certified Terrorism

In the event that HM Government or HM Treasury or any other authorised authority issues a Certificate certifying an event or **occurrence** to have been an Act of Terrorism (defined for the purposes of this Sub-Section below) or in the event that HM Government or HM Treasury or any other authorised authority refuses to issue a Certificate certifying an event or **occurrence** to have been an Act of Terrorism, and that refusal is reversed by the decision of a validly constituted Tribunal, the Company agrees to indemnify the Insured up to the Limits of Liability stated in the Schedule against **damage** and/or **business interruption** proximately caused by such Act of Terrorism provided that:

- such damage and/or business interruption occurs in the Specified Territory;
- in any action suit or other proceedings where the Company allege that any damage and/or business interruption is not covered by this Sub-Section the burden of proving that such damage and/or business interruption is covered shall fall upon the Insured;
- 3. the insurance effected by this Sub-Section excludes any losses whatsoever:-
  - a) occasioned by riot, civil commotion, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - directly or indirectly caused by or contributed to, by or arising from or occasioned by or resulting from:
    - i. damage to or the destruction of any Computer System, or

 any alteration, modification, distortion, erasure or corruption of Data.

In each case whether the property of the Insured or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack

Proviso to Exclusion 3.b)

save that Covered Loss otherwise falling within this Exclusion 3.b) will not be treated as excluded by Exclusion 3.b) solely to the extent that such Covered Loss:

i. results directly (or, solely as regards ii. c. below, indirectly) from fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system), impact of aircraft or any aerial devices or articles dropped from them, impact of any sea-going or watergoing vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle, destruction of, damage to or movement of buildings or structures, plant or machinery other than any Computer System; and

## ii. comprises:

- a. the cost of reinstatement, replacement or repair in respect of damage to or destruction of property insured; or
- b. the amount of business interruption loss suffered directly by the Insured by way of loss of or reduction in profits, revenue or turnover or increased cost of working as a direct result of either damage to or destruction of **property insured** or as a direct result of denial, prevention or hindrance of access to or use of the Insured Locations by reason of an Act of Terrorism causing damage to other property within one mile of the Insured Locations to which access is affected (whether the Insured Locations or property of the Insured therein shall be damaged or not); or

## CHUBB

c. the amount of loss caused by the cancellation, abandonment, postponement, interruption, curtailment or relocation of an event as a result of damage to or destruction of property and any additional costs or charges reasonably and necessarily paid by the Insured to avoid or diminish such loss.

and

iii. is not proximately caused by an Act of
Terrorism in relation to which the
relevant organisation or any persons
acting on behalf of or in connection
with that organisation are controlled by,
acting on behalf of or part of any de
jure or de facto government of any
nation, country or state.

#### In addition:

- iv. the meaning of **property insured** and "other property" for the purposes of this proviso shall exclude:
  - a. any Money, electronic cryptographic or virtual currency including Bitcoin or anything similar, negotiable or nonnegotiable instruments, financial securities or any other financial instrument of any sort whatever; and
  - b. any Data
- notwithstanding the above Exclusion v. iv.b. of Data, to the extent that damage to or destruction of property insured or "other property" within the meaning of subparagraph ii. above indirectly results from any alteration, modification, distortion, erasure or corruption of Data, because the occurrence of one or more of the matters referred to in sub-paragraph i. above results directly or indirectly from any alteration, modification, distortion erasure or corruption of Data, that shall not prevent cost or business interruption loss directly resulting from damage to or destruction of such property insured or "other property" and otherwise falling within sub-paragraphs i. and ii.a. or b. nor any loss, cost or charges otherwise falling within subparagraphs i. and ii.c. above from being recoverable under this Sub-Section.

In no other circumstances than the previous sentence, however, will any

loss or losses directly or indirectly caused by, contributed to by or arising from or occasioned by or resulting from any alteration, modification, distortion, erasure or corruption of Data be recoverable under this Sub-Section.

In respect of the proviso to Exclusion 3.b) above, the Policy Exclusion of **malicious programming** is deemed not to apply;

- 4. The insurance effected by this Sub-Section excludes:
  - any type of property which has been specifically excluded in this Policy;
  - b) any Nuclear Installation or Nuclear Reactor and all fixtures and fittings situated thereon and attached thereto and all pipes, wires, cables, drains or other conduits or service media of any description which are affixed or connected to or in any way serve such Nuclear Installation or Nuclear Reactor:
  - any land or building which is occupied as a private residence or any part thereof which is so occupied, which is insured in the name of an Individual (defined for the purposes of this Sub-Section below), unless:
    - i. more than 20% of the building is commercially occupied; and
    - ii. it is insured under the same contract of insurance as the commercially occupied portion of the property
  - a private dwelling house or a flat within a block of flats occupied as a private residence by any trustee(s) or any beneficiary of the trust or sole trader(s).

## Further to the above:

- 5. where a private dwelling or other property, is the subject of a trust or any kind, or of an executorship of a will, this shall be covered, unless some part of it is:
  - a) occupied by a beneficiary or a trustee of the trust in question, or by a beneficiary or an executor of the will in question; or
  - b) located in premises owned by any such person,

## provided always that:

 more than 20% of the building is commercially occupied; and

## CHUBB'

- ii. it is insured under the same contract of insurance as the commercially occupied portion of the property.
- 6. save for the Exclusions listed in subparagraphs 3. and 4. above no other Exclusions in this Policy shall apply to the insurance effected by this Sub-Section. All the other terms, limits, definitions and conditions of the Policy shall apply to the insurance effected by this Sub-Section except for:
  - a) any commitment regarding the Period of Insurance:
  - any terms in the Policy which provide for adjustments of premium based upon declarations on expiry or during the Period of Insurance; or
  - any extension of described Insured Locations to locations outside the Specified Territory.

# Sub-Section B – Non-Certified Terrorism (WRAP)

In the event that HM Government or HM Treasury or any other authorised authority refuse to issue a Certificate certifying an event or **occurrence** to have been an Act of Terrorism, and such refusal is upheld by the decision of a validly constituted Tribunal, this Sub-Section amends the insurance provided by this Policy as follows:

in respect only of **damage** and/or **business interruption** occurring in the Specified Territory the Policy Exclusion in respect of **terrorism** shall not apply in respect of such event or **occurrence**.

Save for the above under this Sub-Section, all other terms, definitions, exclusions, provisions and conditions of this Policy shall apply.

## Exclusions applicable to Sub-Section 5B only:

In addition to the Exclusions applicable to this Policy, this Sub-Section shall not cover:

- damage arising directly or indirectly from nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear detonation, nuclear reaction, nuclear radiation or radioactive contamination may have been caused; or
- damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind.

## Section 5 Definitions

The definitions below apply in respect of this Section only and are in addition to all other definitions contained in the Policy. Where there is a conflict between any definition below and any other definition in the Policy the definition below shall prevail:

#### **Act of Terrorism**

means any act or acts of persons acting on behalf of or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of HM Government in the United Kingdom or any other government de jure or de facto.

## **Computer System**

means a computer or other equipment or component or system or item which processes stores transmits or receives Data.

#### **Covered Loss**

means all losses arising under this Policy as a result of damage to or the destruction of **property insured** and/or other property (where stated), the proximate cause of which is an Act of Terrorism.

#### Data

means data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

## **Denial of Service Attack**

means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or Computer Systems. Denial of Service Attack includes, but is not limited to, the generation of excess traffic into the network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other Computer Systems.

## Hacking

means unauthorised access to any computer system whether the property of the Insured or not.

#### **Individual**

means any person(s) other than a:

- trustee or body of trustees that holds blocks of flats and/or private dwelling houses under a trust; or
- person who owns blocks of flats and/or private dwelling houses in the business of a sole trader.



#### Money

means coin, bank and currency notes, cheques, travellers cheques, national giro payment orders, postal and money orders, current unused postage stamps, national savings stamps and certificates, premium bonds, luncheon vouchers, credit card and debit card vouchers, unused franking machine units, trading stamps, gift tokens, customer redemption vouchers, holiday with pay stamps, bankers drafts, promissory notes, bonds, securities, bills of exchange, dividend warrants, V.A.T. purchase invoices or other negotiable instruments.

#### **Nuclear Installation**

means any installation of such class or description as may be prescribed by regulations made by the relevant Secretary of State from time to time by statutory instrument, being an installation designed or adapted for:

- a) the production or use of nuclear or atomic energy;
- b) the carrying out of any process which is preparatory or ancillary to the production or use of nuclear or atomic energy and which involves or is capable of causing the emission of ionising radiations; or
- c) the storage processing or disposal of nuclear fuel or of bulk quantities of other radioactive matter, being matter which has been produced or irradiated in the course of the production or use of nuclear fuel.

#### **Nuclear Reactor**

means any plant (including any machinery equipment or appliance whether affixed to land or not) designed or adapted for the production of atomic energy by a fission process in which a controlled chain reaction can be maintained without an additional source of neutrons.

## **Phishing**

means any access or attempted access to Data made by means of misrepresentation or deception.

## **Specified Territory**

means England, Wales or Scotland but not the territorial seas adjacent thereto as defined by the Territorial Seas Act 1987 and not Northern Ireland, the Channel Islands or the Isle of Man.

#### **Terrorism Premium**

means any premium paid in respect of this Section.

#### Virus or Similar Mechanism

means program code, programming instruction or any set of instructions constructed with the purpose and ability to damage, or purposely used, to damage interfere with adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not. The definition of Virus or Similar Mechanism includes but is not limited to "trojan horses", "worms" and "logic bombs" and the exploitation of bugs or vulnerabilities in a computer program to damage interfere with, adversely affect, infiltrate or monitor as above.



## **Policy Extensions**

The following extensions of cover are provided under each Section of this Policy (unless otherwise stated).

The Company will pay:

## Accidental Discharge of Gas Flooding Systems

the cost of refilling or replacing the cylinder(s) of any gas flooding system installed to protect the **property insured** including expenses incurred in removing debris, cleaning up and repairing any **damage** arising from the accidental discharge of such gas flooding system.

Provided always that the liability of the Company shall be limited to GBP50,000 each and every **occurrence**.

#### Accountants Fees

where Section 3 is shown in the Schedule as operative, for the reasonable charges payable by the Insured to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the Company under the terms of this Policy and reporting that such particulars or details are in accordance with the Insured's books of account or other business books or documents.

Provided always that the liability of the Company shall be limited to GBP50,000 each and every **occurrence**.

## Additional Rental Charge

for additional rental charges arising out of the replacement of a lease/hire/rental contract in respect of **property insured** by a new contract for similar property following **damage** as covered by Section 1 or 4 of this Policy.

Provided always that the liability of the Company shall be limited to GBP50,000 each and every **occurrence**.

#### Arson or Theft Reward

a reward for information leading to a conviction in respect of arson, theft or vandalism of **property insured**.

Provided always that:

- a) prior agreement of the Company has been obtained; and
- b) the liability of the Company shall be limited to GBP10,000 each and every **occurrence**.

## **Capital Additions**

for damage insofar as the same are not otherwise insured, to:

- any newly acquired property insured; and
- alterations, additions and improvements to property insured;

at the Insured Locations, but not in respect of any appreciation in value during the current Period of Insurance, provided that:

- the total Limit of Liability under Section 1 and 4 shall not be increased by more than GBP500,000 (unless notified to and acknowledged by the Company in writing); and
- such property shall be insured only to the same extent as **property insured** of a similar class or type; and
- such property shall be in satisfactory working order when purchased or acquired; and
- the Insured shall notify the Company of the acquisition at the end of the Period of Insurance during which such property is acquired; and
- the Insured shall pay to the Company any additional premium required in accordance with the Renewal Declaration condition.

## Computer Virus Seek and Destroy Costs

the costs and expenses incurred by the Insured in locating and removing detectable **computer virus** contained in any host program or executable disk segment within the **property insured**.

Provided always that:

- a) prior agreement of the Company has been obtained; and
- b) the liability of the Company shall be limited to GBP50,000 each and every **occurrence**.



## Confiscation and Deprivation

the Insured for damage to the property insured

while:

- a) at exhibitions, trade fairs, or shows; or
- b) in the custody of any outside salesman;

anywhere in the world where **damage** to the **property insured** results solely and directly from expropriatory conduct or deprivation.

Provided always that the liability of the Company shall be limited to GBP5,000 each and every **occurrence**.

## Cost of Recovery following Theft

the cost of employing specialist investigators to aid the recovery of stolen or lost **portable computer equipment** that contains confidential or secret data or information following a loss insured under Section 1.

#### Provided always that:

- the prior agreement of the Company has been obtained for employment of the specialist investigators; and
- the Company are satisfied that the cost of employment of the specialist investigators is necessary and reasonable to protect the Insured against legal prosecution or commercial embarrassment that could result from the loss of confidentiality of the data; and
- c) the liability of the Company shall be limited to GBP50,000 each and every **occurrence**.

## Computer Media

for **damage** to **electronic data processing media** whilst in transit and whilst at any situation in the world

Provided always that the liability of the Company shall be limited to the total Limit of Liability under Section 1 each and every **occurrence**.

#### **Electronic Data Recovery Costs**

where Section 2 is shown in the Schedule as operative, for the costs and expenses necessarily and reasonably incurred by the Insured to:

 a) copy, re-create, replace or retrieve electronic data owned or used by the Insured or which resides on a system; and  restore a system to the functionality that existed prior to the malicious programming;

as a result of direct **damage** to **electronic data** or a **system** caused by or resulting from **malicious programming**.

Provided always that:

- a) cover provided under this extension does not include the cost to repair or replace the property insured; and
- the liability of the Company shall not exceed GBP100,000 in the aggregate any one Period of Insurance.

## **Expediting Costs**

the costs and expenses (not otherwise recoverable under Section 3 of this Policy) necessarily and reasonably incurred by the Insured in making a temporary repair or expediting a permanent repair, reinstatement or replacement of **property insured** following **damage** as covered by Section 1 or 4 of this Policy including the additional costs of overtime, weekend and shift working, bonus payments and express delivery (including airfreight).

Provided always that the liability of the Company shall be limited to GBP50,000 each and every **occurrence**.

### **Extended Warranties**

the pro-rated cost of any unused portion of non-refundable extended warranties, maintenance contracts or service contracts that the Insured has purchased but are no longer valid on lost or damaged **property insured** which has been repaired or replaced following **damage** as covered by Section 1 or 4 of this Policy.

Provided always that the liability of the Company shall be limited to GBP1,000 each and every **occurrence**.

### Fire Brigade Charges

fire brigade charges and other charges made by any organisation responsible for preserving public safety incurred by the Insured or for which the Insured is liable.

Provided always that:

- a) the **property insured** is damaged by a cause not otherwise excluded; and
- b) the liability of the Company shall be limited to GBP10,000 each and every **occurrence**.



#### **Inadvertent Omissions**

#### for **damage** to property where:

- a) the Insured has notified the Company of its intention to insure all property in which it is interested and believes that all such property is insured; and
- b) such property is found to have been inadvertently omitted from such insurance.

In respect of such property, the Company will deem it to be insured within the terms of this Policy subject to prompt payment of premium on all such property as from the inception of the Policy (or from the date of the Insured's interest in such property if it is purchased after inception of this Policy).

#### Provided always that:

- a) as soon as the Insured is aware of such omission, it declares full details of the property to the Company; and
- b) the liability of the Company shall be limited to 20% of the amount shown in the Schedule under Section 1 or GBP150,000 whichever is less each and every **occurrence**.

## **Incompatibility of Computer Records**

for the cost of:

- a) modification of portable computer equipment and/or static computer equipment; or
- replacement of electronic data processing media and/or replacing reconstituting or recompiling electronic data;

whichever is the lesser cost to achieve compatibility in the event that **damage** (as covered by Sections 1 or 4 of this Policy) to **portable computer equipment** and/or **static computer equipment** has resulted in undamaged **electronic data processing media** being incompatible with the replacement **portable computer equipment** and/or **static computer equipment**.

Provided always that the liability of the Company shall be limited to GBP50,000 each and every **occurrence**.

## **Investigation Costs**

the costs (including cost of consultants' fees) incurred of conducting investigations and tests in respect of possible repair, replacement or restoration following **damage** covered by Section 1 or 4 of this Policy.

#### Provided always that:

- a) prior agreement of the Company has been obtained; and
- b) the liability of the Company shall be limited to GBP50,000 each and every **occurrence**.

#### Loss of Interest

where Section 3 is shown in the Schedule as operative, for **loss of interest** during the **indemnity period** as a direct consequence of **damage** to the **property insured** that occurs during the Period of Insurance.

## Provided always that:

- a) loss of interest relates solely to identifiable transactions carried out or which would have been carried out by the property insured had the damage not occurred; and
- b) the liability of the Company shall be limited to GBP50,000 each and every **occurrence**.

### Loss Prevention Expenses

the reasonable and necessary costs the Insured incurs to protect or attempt to protect **property insured** at the Insured Locations from imminent **damage** caused by or resulting from a cause not otherwise excluded.

Provided always that the liability of the Company shall be limited to GBP50,000 each and every **occurrence**.

## Other Interests

for **damage** including the interests of other parties only insofar as required by contract or agreement with the Insured. The Insured shall declare the names, nature and extent of interest of any such parties at the time of any **damage**.

Provided always that the liability of the Company shall not be increased or affected in any way by such contracts or agreements.



#### Personal Accident Assault

the relevant sum stated below if any **officer** suffers **bodily injury** in the course of the Insured's business as a direct result of robbery or attempted robbery of the **property insured**:

a) In respect of death, permanent total disablement, loss of limb, loss of sight, loss of speech, loss of hearing or mental injury:

GBP5,000 per officer.

b) In respect of temporary total disablement:

GBP100 per week (up to a maximum of 52 weeks) per **officer** per event of **bodily injury**.

### Removal of Debris

the costs and expenses necessarily incurred by the Insured, with the consent of the Company, in:

removing debris, dismantling and/or demolishing, shoring up or propping up of the portion or portions of the **property insured** which have sustained **damage**.

This extension does not cover costs or expenses:

- incurred in removing debris except from the Insured Location and within 250 metres thereof.
- arising from **pollution** or contamination of property not insured by this Policy.

Provided always that the liability of the Company shall be limited to GBP50,000 each and every **occurrence**.

## Research and Development Costs

where Section 3 is shown in the Schedule as operative, for the cost of re-writing any data processing research or development project(s) to the stage they had reached immediately prior to the **occurrence** of **damage** as covered by Section 1 or 4 of this Policy but excluding any benefit to the Insured which would have been obtained from completion of the project(s) had the **damage** not occurred.

Provided always that the liability of the Company shall be limited to GBP50,000 each and every **occurrence**.

### **Security Devices**

the costs and expenses incurred by the Insured in repairing or replacing any security device specifically designed for the physical protection of the **property insured** including any table, desk or trolley to which they are attached which are lost or damaged by theft or attempted theft.

Provided always that the liability of the Company shall be limited to GBP50,000 each and every **occurrence**.

## **Security Guard Costs**

the additional cost incurred in employing temporary professional security guards following an insured loss by theft or malicious damage (including arson).

## Provided always that:

- the agreement of the Company has been obtained for employment of security guards for more than four days; and
- b) the Company are satisfied that the employment of guards is necessary solely for the protection of **property insured**; and
- the liability of the Company shall be limited to GBP25,000 each and every occurrence.

### Terrorism outside the United Kingdom

for **damage** to **property insured** caused by **terrorism** occurring outside the United Kingdom.

Provided always that the liability of the Company shall be limited to GBP5,000 each and every **occurrence**.

## Trace and Access

the costs incurred to detect the point of escape of substances which have caused or may reasonably be expected to cause **damage** to **property insured**.

## Provided always that:

- a) prior agreement of the Company has been obtained; and
- b) the liability of the Company shall be limited to GBP2,500 each and every **occurrence**.



### **Transit**

for **damage** to **property insured** whilst in transit and whilst at any situation in the world.

Provided always that the liability of the Company shall be limited to GBP100,000 each and every **occurrence**.

## **Waste Disposal Costs**

the cost necessarily and reasonably incurred in complying with the Waste Electrical and Electronic Equipment Directive (002/96/EC) including any subsequent amendments and revisions following **damage** to **property insured**.

Provided always that:

- a) the Company is satisfied that the Insured is liable for the cost of disposal; and
- b) the Insured provide a copy of the certificate evidencing disposal; and
- the consent of the Company has been gained to dispose of the **property insured**; and
- d) the liability of the Company shall be limited to GBP25,000 each and every **occurrence**.



## **Policy Exclusions**

The following exclusions apply to each Section of this Policy except where expressly varied in any Section. This Policy does not cover:

#### Corrosion

the cost of replacing, repairing or rectifying parts of the **property insured** rendered necessary by any form of corrosion or the action of which accelerates or otherwise aggravates another condition or mechanism howsoever the same may arise but this exclusion shall not apply to other parts of the **property insured** physically damaged as a result of such corrosion.

#### Excess

the amount specified in the Schedule as the Excess.

## Fines and Penalties

Fines, liquidated damages, penalties (contractual or non-contractual), performance warranties or multiple, aggravated, punitive or exemplary damages.

## **Government Action**

#### **Damage** caused by:

- a) order of civil authority; except acts of destruction at the time of and for the purpose of preventing the spread of fire provided that such fire did not originate from any cause otherwise excluded; or
- b) seizure or destruction of **property insured** under quarantine or customs regulations; confiscation of **property insured** by order of any government or public authority; or action against contraband; illegal or prohibited traffic; or goods or merchandise whose importation, exportation or possession is forbidden.

## **Malicious Programming**

**Damage** to **electronic data** caused by or resulting from **malicious programming** regardless of any other cause or event that directly or indirectly:

- a) contributes concurrently to; or
- b) contributes in any sequence to;

**damage**, even if such other cause or event would otherwise be covered.

This exclusion does not apply to the Electronic Data Recovery Costs extension applicable to Section 2.

#### **Nuclear Incident**

#### **Damage** caused by:

- 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.

## Terrorism

**Damage** or **business interruption**, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any act of **terrorism** anywhere in the world regardless of any other cause or event contributing concurrently or in any other sequence of loss.

This Policy also excludes **damage** or **business interruption**, 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**.

If the Company alleges that by reason of this exclusion any **damage** or **business interruption**, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

It should be further noted that with regards to Northern Ireland this Policy does not cover any **damage** or **business interruption** loss, cost or expense of whatsoever nature directly or indirectly caused by or resulting from any act of:

- riot or civil commotion in Northern Ireland, except in respect of damage or business interruption caused by fire or explosion;
- strikers, locked out workers or persons taking part in labour disturbances or malicious persons.

This exclusion does not apply to the Terrorism outside the United Kingdom extension applicable to Section 1.



## War

## Damage caused by:

- a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power; or
- any weapon of war employing atomic fission, atomic fusion, radioactive force or radioactive material whether in time of peace or war.

## Wear and Tear

the cost of replacing, repairing or rectifying parts of the **property insured** rendered necessary by wear and tear or deterioration due to lack of use or to normal atmospheric conditions but this exclusion shall not apply to other parts of the **property insured** physically damaged as a result of such wear and tear or deterioration.

## Wilful Act

**Damage** caused by the wilful act or wilful neglect of the Insured.



# **Policy Conditions**

The following conditions apply to each Section of this Policy except where expressly provided to the contrary.

## Action by the Insured

In the event of **damage** for which a claim is or may be made under this Policy the Insured shall:

- 1. notify the Company promptly;
- notify the police authority immediately it becomes evident that any damage has been caused by theft or attempted theft or by malicious persons;
- carry out and permit to be taken any action which may reasonably be practicable to prevent minimise or check any further damage or interruption or interference with the Insured's business;
- 4. deliver to the Company at the Insured's expense:
  - a) full information in writing of circumstances, nature and amount of damage;
  - b) details of any other insurance on any **property insured**;
  - all such proofs and information relating to the claim as may be reasonably required;
  - d) if demanded, a statutory declaration of the truth of the claim and of any matters connected with it;

in any event within thirty (30) days after such **damage** (seven (7) days in the case of **damage** caused by theft or attempted theft, riot, civil commotion, strikers, locked-out workers or persons taking part in labour disturbances or malicious persons) or such further time as the Company may allow.

## **Automatic Reinstatement of Loss**

In respect of any claim under this Policy the Limit of Liability shall be reinstated after payment by the Company of such claim.

No additional premium shall be payable to the Company for such reinstatement unless the amount of any settled claim exceeds the sum of GBP50,000.

#### Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the Arbitration Act 1996.

### Cancellation

The Insured can cancel this insurance at any time by writing to their broker.

The Company can cancel this insurance by giving the Insured thirty (30) days' notice in writing. The Company will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that we can no longer provide you with insurance cover; or
- non-cooperation or failure to supply any information or documentation we request.

#### **Refund of premium**

This insurance has a cooling off period of fourteen (14) days from either:

- the date you receive this insurance documentation; or
- the start of the period of insurance

whichever is the later.

If this insurance is cancelled then, provided the Insured have not made a claim, the Insured will be entitled to a refund of any premium paid, subject to a deduction for any time for which the Insured have been covered. This will be calculated on a proportional basis. For example, if the Insured have been covered for six (6) months, the deduction for the time the Insured have been covered will be half the annual premium.

If the Company pay any claim, in whole or in part, then no refund of premium will be allowed.



### Company's Rights following a Claim

On the happening of **damage** in respect of which a claim is made the Company and any person authorised by the Company may, without thereby incurring any liability or diminishing any of the Company's rights under this Policy, enter the premises where such **damage** has occurred and take possession of or require to be delivered to the Company any **property insured** and deal with such property for all reasonable purposes and in any reasonable manner.

In the event of a claim arising for which the Company shall be liable under this Policy the Company shall be entitled (but not obliged):

- to undertake in the name of and on behalf of the Insured the absolute conduct and control of any proceedings and settlements of the same;
- to take proceedings at their own expense and for their own benefit but in the name of the Insured to recover compensation or secure any indemnity from any third party in respect of anything covered by this Policy; and
- 3. to pay to the Insured in respect of any claim or claims the maximum liability of the Company as stated in the Schedule, or such lesser sum for which the said claim or claims can be settled (subject to deduction in either case of any sum or sums already paid on account of such claim or claims) and thereafter the Company shall be under no further liability in respect of said claim or claims except for payment of costs and expenses incurred prior to the date of such payment and for which the Company may be liable hereunder.

#### Currency

All payments under this Policy shall be made in Sterling. If any calculation or payment is to be made in any other currency, then the rate of exchange to apply shall be that applicable on the date of settlement as published in the Financial Times.

## First Named Insured

The person or organisation first named as the Insured in the Schedule is primarily responsible for the payment of all premiums. The first named Insured will act on behalf of all other persons or organisations indemnified under this Policy for the giving and receiving of all notices and the receipt of any return premiums that become payable under this Policy.

#### Fraudulent Claims

- If the Insured makes a fraudulent claim under this Policy
  - a) the Company shall not be liable to pay the claim and any sums paid by the Company in respect of the claim shall be repaid to the Company immediately; and
  - b) the Company may by giving notice in writing to the Insured at their last known address treat this Policy as having been terminated with effect from the time of the Fraudulent Act.
- 2. If the Company does treat this Policy as having been terminated
  - a) it may refuse all liability to the Insured under this Policy in respect of any Relevant Event occurring after the time of the Fraudulent Act; and
  - b) it need not return any of the premiums paid under this Policy

Provided that such termination does not affect the rights and obligations of the parties to this Policy with respect to any Relevant Event occurring before the time of the Fraudulent Act

For the purposes of this Policy Condition:

Fraudulent Act means the behaviour that makes a claim fraudulent.

Relevant Event means whatever triggers the Company's liability under this Policy.

### Governing Law and Jurisdiction

This Policy shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English Courts. Any arbitration under the Arbitration condition shall be held in England and shall be subject to English law.

## Inspection

The Company shall have the right to inspect the **property insured** at all reasonable times during the Period of Insurance. The Insured agrees to make available the **property insured** at no expense to the Company to enable the Company to carry out such inspections and report thereon.

#### Insurance Act 2015

This Policy is subject to the terms of the Insurance Act 2015.



## **Multiple Insureds**

In the event that the Insured consists of more than one party or legal entity the liability of the Company shall not exceed the amount for which the Company would have been liable had **damage** been sustained by any one of such Insured parties or legal entities.

### Non-invalidation

This insurance shall not be invalidated by any act or omission or by any alteration whereby the risk of **damage** is increased, unknown to or beyond the control of the Insured, providing that the Insured immediately they become aware of any such thing, shall give notice to the Company and pay an additional premium if required.

#### Other Insurance

If the Insured is (or but for the existence of this Policy would be) entitled to indemnity under any other insurance, then the Company shall be liable only for the amount by which the Company's liabilities under this Policy exceed the Insured's entitlement to indemnity under such other insurance.

## Payments on Account

Where liability under this Policy is admitted the Insured shall be entitled to receive payment(s) as agreed between the Insured and the Company in advance of final settlement.

## **Reasonable Precautions**

The Insured shall:

- a) cause all reasonable precautions to be taken to prevent damage throughout the Period of Insurance; and
- take all reasonable precautions to maintain the property insured in efficient operating condition and observe the manufacturers' and/or suppliers' instructions for use, operation, storage, transit and inspection of the property insured; and
- take all reasonable precautions in storing electronic data and maintaining backups of such data.

## Renewal Declaration

The Insured shall prior to each renewal date supply the Company with the total replacement as new value of **property insured** as applying at renewal date and thereupon the premiums shall be adjusted by an additional payment or refund to the Insured as the case may be subject to a maximum additional payment or refund of 50% of the calculated figure.

#### **Sanction Limitation**

The Company shall not provide cover and the Company shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Subrogation

The Company shall have rights of subrogation to all the Insured's rights of recovery against any person or organisation before or after any payment under this insurance. The Insured shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

#### **Subrogation Waiver**

In the event of a claim arising under this Policy, the Company agrees to waive any rights, remedies or relief to which it might become entitled by subrogation against:

- any company standing in the relation of parent to subsidiary or subsidiary to parent to the Insured current at the time of the damage;
- any company which is a subsidiary of a parent company of which the Insured are themselves a subsidiary current at the time of the damage.

### Third Party Rights

A person or organisation who is not party to this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy. This condition is without prejudice to any rights existing notwithstanding such Act.

## Value Added Tax

To the extent that the Insured is accountable to the tax authorities for value added tax (VAT), all terms in this Policy shall be exclusive of such tax unless:

- a) the Insured cannot recover VAT in whole or in part; and
- b) the sums insured include any such nonrecoverable VAT at the current rate.



## Workmen

Workmen are permitted in or about any of the Insured Locations for the purposes of carrying out minor alterations, repairs, decoration and maintenance without prejudice to this insurance.



## **Definitions**

#### Accident

means a sudden unforeseen and fortuitous identifiable event and the word accidental shall be construed accordingly.

## **Bodily Injury**

means injury which is caused solely by accidental means and which solely and independently or any other cause results directly in the death or disablement of an **officer** within twenty-four months from the date of the **accident**.

#### **Business Interruption**

means any loss, cost and expense as provided for in the Covers, if shown as operative in the Schedule, under Sections 2 and 3.

## **Computer Breakdown**

means the actual breaking, distortion or electrical burnout of any item of **property insured** or part thereof causing stoppage of its normal function and requiring its repair or replacement before normal operating conditions prevail.

#### **Computer Virus**

means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a **system** or network of whatsoever nature. Computer virus includes but is not limited to trojan horses, worms and logic bombs.

#### **Damage**

means loss of, or destruction of, or damage to the **property insured** from any sudden and accidental cause.

#### **Denial of Access**

means the use of the **property insured** or access to the Insured Locations being hindered or denied due to:

- damage to property at or in the vicinity of the Insured Locations;
- the exercise by any public and/or police authority of its powers for the sole purpose of safeguarding life;
- 3. the Insured Locations or any other premises in the vicinity of the Insured Locations including any rights of way being:
  - a) occupied by terrorists;
  - b) unlawfully occupied by third parties except in the course of a trade dispute;

- thought to contain or actually containing an explosive device;
- d) destroyed, requisitioned, seized, closed down or sealed off by or under the order of the government or any public authority by any of the causes described in 1. 2. or 3 above;

whether the Insured Locations or **property insured** therein shall be damaged or not.

#### **Electronic Data**

means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

#### **Electronic Data Processing Media**

means computer records and/or media or storage devices (whether used or unused) programs (but excluding the value to the Insured of the information therein); storage racking and carrying cases, owned by, leased or rented to the Insured or for which the Insured is legally liable.

## **Electronic Office Equipment**

means electronic equipment utilised within an office environment including but not limited to addressing machines, calculating and accounting machines, conferencing equipment, dictating machines, facsimile machines, franking machines, hi-fi equipment, invoicing machines, laminating machines, letter opening machines, monitors, paper shredders, photocopiers, projectors, radio communications equipment, radios and televisions, speaker systems, typewriters and word-processing machines, video cameras and video/CD/DVD recorders/players and similar equipment owned by, leased or rented to the Insured or for which the Insured is legally liable.

### **Employee**

means any person employed under a contract of service or apprenticeship with the Insured, whether such contract is expressed, implied, oral or in writing, including persons:

- supplied by labour only sub-contractors;
- providing their services on a labour only basis;
- engaged in work experience or similar schemes;
- providing their services on a voluntary basis; or
- on secondment with the Insured.



#### Failure of Supply

means the accidental failure or fluctuation:

- of the public supply of electricity at the terminal ends of the public supply authority's service feeders at the premises in which the **property** insured is situated;
- b) of any land-line satellite or other telecommunications system not occasioned by the deliberate act of any public supply/telecommunications authority nor the exercise by any such authority of its power to withhold or restrict operation other than for the sole purpose of safeguarding life or the authority's property;
- c) of the electricity supply in the distribution wiring at the Insured Locations in which the property insured is situated not occurring solely as a result of a failure as described in 1 and 2 above.

#### **Indemnity Period**

means the period beginning with the **occurrence** of **damage** to the **property insured**, **failure of supply** or **denial of access** and ending not later than 12 months thereafter during which time **increased costs of working** expenses are incurred.

#### **Loss of Hearing**

means the total and irrecoverable loss of hearing.

#### **Loss of Interest**

means interest that the Insured:

- a) would have earned on money that would have been received; and/or
- b) would not have incurred;

had damage not occurred.

## Loss of Limb(s)

means:

- a) in the case of a leg loss by physical severance at or above the ankle or permanent and total loss of use of an entire leg or foot; or
- b) in the case of an arm physical severance of all four fingers of one hand through or above the meta carpo phalangeal joints (where the fingers join the palm of the hand) or permanent and total loss of use of an entire arm or hand.

## **Loss of Sight**

means and is deemed to have occurred:

- a) in both eyes once the name of the **officer** has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and the Company is satisfied that the condition is permanent and without expectation of recovery; or
- b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (meaning seeing at three feet that which the **officer** should see at sixty feet) and the Company is satisfied that the condition is permanent and without expectation of recovery.

#### Loss of Speech

means the total and irrecoverable loss of use of the power of audible and intelligible speech.

#### **Malicious Programming**

means an illegal or malicious entry into **electronic data** or a **system**, which results in, functions that:

distort, corrupt, manipulate, copy, delete, destroy, or slow down such **electronic data** or **system**.

malicious programming does not mean: theft of telephone services or damage to property insured.

#### Occurrence

#### means:

- a) for earthquake (including any resulting tsunami) or volcanic eruption:
  - one earthquake or volcanic eruption: or
  - a series or earthquake shocks or volcanic eruptions occurring within any period of 168 hours;
- for windstorm involving, in whole or in part, any of the perils of weather:
  - one weather event; or
  - a series of related weather events occurring within 72 hours;
- c) for all other perils:
  - one event; or
  - a series of causally related events that:
    - o contribute concurrently to; or



 contribute in any sequence to damage, business interruption, computer breakdown or loss under this Policy.

For the purposes of this definition, any earthquake or volcanic eruption, or series of earthquake shocks or volcanic eruptions will be deemed to occur at the time of the first shock or eruption.

#### Officer

means a partner, director, officer or **employee** of the Insured.

#### **Permanent Total Disablement**

means disablement which in the opinion of the Company will in all probability entirely prevent the **officer** from engaging in their usual occupation for the remainder of their life.

#### **Pollution**

means:

- any solid, liquid or gaseous or thermal irritant or contaminant including smoke, vapour, soot, fibres, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be disposed of recycled reconditioned or reclaimed;
- organisms or micro-organisms including bacteria, fungus, mould or their spores or products; or
- c) viruses or other pathogens.

#### **Portable Computer Equipment**

means computer equipment which is designed to be portable including:

- laptops, palmtops and handheld computers;
- digital projectors, digital cameras and personal digital assistants;
- electronic data processing media;

owned by, leased or rented to the Insured or for which the Insured is legally liable.

**portable computer equipment** does not mean cellular telephones, pagers and other hand held communication devices where the sole or primary function of the item is to make/send or receive telephone calls and SMS messages.

## **Property Insured**

means electronic data processing media, electronic office equipment, portable computer equipment and static computer equipment.

#### **Reinstatement Value**

means:

a) where **property insured** is lost destroyed or damaged to the extent that it cannot be economically repaired, replacement by new property of equal performance and/or capability, or if such be impossible, replacement by property having the nearest higher performance and/or capacity to the **property insured** lost destroyed or damaged;

any replacement property shall, where required by the Insured be provided by and be capable of being supported by the Insured's existing suppliers, maintenance, software or systems support facility;

b) where **property insured** is otherwise damaged, the repair of the **damage** and the restoration of the damaged portion of the **property insured** to a working condition substantially the same as but not better or more extensive than its condition when new.

#### Static Computer Equipment

means installed computers, computer equipment, computer peripherals and other installed equipment including:

- climate control and protection equipment, used solely for data processing operations;
- separately identifiable and removable component computer devices that are attached to other property (not insured under this Policy) and are designed to control such other property;
- generating and regulating equipment used solely for data protection operations, detection and protection equipment, interconnecting wiring and pipework, and storage equipment used in connection therewith;
- computerised telecommunications equipment;
- electronic data processing media;

owned by, leased or rented to the Insured or for which the Insured is legally liable.



## System

means a computer and all input, output, processing, storage, off-line media library and communication facilities which are connected to such computer, provided such computer and facilities are:

- owned and operated by the Insured;
- leased and operated by the Insured; or
- utilised by the Insured pursuant to a written contract.

### **Temporary Total Disablement**

means temporary disablement which entirely prevents the **officer** from engaging in their usual occupation.

#### **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 or overthrow any government and/or to put the public or any section of the public in fear.



## **Complaints Procedure**

We are dedicated to providing you with a high quality service, and want to maintain this at all times. If you wish to make a complaint, please contact the intermediary who arranged this insurance for you or our Customer Relations Department at:

**Chubb Customer Relations** 

PO Box 4510 Dunstable LU6 9QA

Telephone: 0800 519 8026

Email: customerrelations@chubb.com

Without prejudice to your right to take legal proceedings, you may be able to refer the matter to the following complaints schemes:

UK Branch Customers
The Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square,
London, E14 9SR
www.financial-ombudsman.org.uk

Other Customers
La Médiation de l'Assurance
TSA 50110
75441 Paris Cedex 09, France
www.mediation-assurance.org

European Online Dispute Resolution Platform

If You arranged Your Policy with Us online or through other electronic means, and have been unable to contact Us either directly or through the Mediator of Insurance Companies, You may wish to register Your complaint through the European Online Dispute Resolution platform:

http://ec.europa.eu/consumers/odr/.

Your complaint will then be re-directed to the Mediator of Insurance Companies and to Us to resolve. There may be a short delay before We receive it.

# Financial Services Compensation Scheme

In the unlikely event of us being unable to meet our liabilities, policyholders who are located in the UK, Channel Islands, Isle of Man or Gibraltar (or who have risks located in these jurisdictions) may be entitled to compensation under the Financial Services Compensation Scheme.

Financial Services Compensation Scheme

PO Box 300

Mitcheldean

GL17 1DY

Call: 0800 678 1100

International: +44 (0)20 7741 4100

# French Prudential Supervision and Resolution Authority

Chubb European Group SE (CEG) is a Societas Europaea, a public company registered in accordance with the corporate law of the European Union. Members' liability is limited. CEG is headquartered in France and governed by the provisions of the French insurance code. Risks falling within the European Economic Area are underwritten by CEG, which is authorised and regulated by the French Prudential Supervision and Resolution Authority (4 Place de Budapest, CS 92459, 75436 Paris Cedex 09, France). Registered company number: 450 327 374 RCS Nanterre. Registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Fully paid share capital of €896,176,662.

CEG's UK branch is registered in England & Wales. UK Establishment address: 100 Leadenhall Street, London EC3A 3BP. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Details about our authorisation can be found on the Financial Conduct Authority website (FS Register number 820988).



### **Data Protection Act**

We use personal information which you supply to us or, where applicable, to your insurance broker in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as your name, address, and policy number, but may also include more detailed information about you (for example, your age, health, details of assets, claims history) where this is relevant to the risk we are insuring, services we are providing or to a claim you are reporting.

We are part of a global group, and your personal information may be shared with our group companies in other countries as required to provide coverage under your policy or to store your information. We also use a number of trusted service providers, who will also have access to your personal information subject to our instructions and control.

You have a number of rights in relation to your personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how we use your personal information. For more information, we strongly recommend you read our user-friendly Master Privacy Policy, available here: <a href="https://www2.chubb.com/uk-en/footer/privacy-policy.aspx">https://www2.chubb.com/uk-en/footer/privacy-policy.aspx</a>.

You can ask us for a paper copy of the Privacy Policy at any time, by contacting us at <a href="mailto:dataprotectionoffice.europe@chubb.com">mailto:dataprotectionoffice.europe@chubb.com</a>.