To be solid, insurance must be flexible.
**Contents**

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Insuring Clauses &amp; Definitions</td>
<td></td>
</tr>
<tr>
<td>Insuring Clause 1: Civil Liability</td>
<td>4</td>
</tr>
<tr>
<td>Insuring Clause 2: Mitigation Costs</td>
<td>4</td>
</tr>
<tr>
<td>Insuring Clause 3: Criminal Defence Costs</td>
<td>4</td>
</tr>
<tr>
<td>Insuring Clause 4: Investigation Costs</td>
<td>5</td>
</tr>
<tr>
<td>Insuring Clause 5: Document Replacement Costs</td>
<td>5</td>
</tr>
<tr>
<td>Insuring Clause 6: Court Attendance Costs</td>
<td>5</td>
</tr>
<tr>
<td>Definitions</td>
<td>5</td>
</tr>
<tr>
<td>2. Additional Policy Features</td>
<td></td>
</tr>
<tr>
<td>2.1 Acquisition or Creation of Another Organisation</td>
<td>10</td>
</tr>
<tr>
<td>2.2 Insolvency of Policyholder or Other Insured Organisation</td>
<td>10</td>
</tr>
<tr>
<td>2.3 Non Avoidance and Severability</td>
<td>11</td>
</tr>
<tr>
<td>2.4 Option for Previous Policy Cover</td>
<td>11</td>
</tr>
<tr>
<td>3. Exclusions and Sanctions</td>
<td></td>
</tr>
<tr>
<td>3.1 Exclusions</td>
<td>12</td>
</tr>
<tr>
<td>3.2 Sanctions</td>
<td>14</td>
</tr>
<tr>
<td>4. Limits of Liability and Payment of Loss</td>
<td></td>
</tr>
<tr>
<td>4.1 Limits of Liability</td>
<td>15</td>
</tr>
<tr>
<td>4.2 Deductible</td>
<td>15</td>
</tr>
<tr>
<td>4.3 Related Claims</td>
<td>15</td>
</tr>
<tr>
<td>4.4 Other Insurance</td>
<td>15</td>
</tr>
<tr>
<td>5. General Terms</td>
<td></td>
</tr>
<tr>
<td>5.1 Reporting</td>
<td>16</td>
</tr>
<tr>
<td>5.2 Notice</td>
<td>16</td>
</tr>
<tr>
<td>5.3 Defence and Settlement</td>
<td>17</td>
</tr>
</tbody>
</table>
5.4 Territory

5.5 Subrogation

5.6 Authorisation Clause

5.7 Alteration and Assignment

5.8 Rights of Action

5.9 Termination

5.10 Choice of Law and Forum

5.11 Regulatory Information

5.12 Complaints

Endorsements issued at inception are attached to the Schedule
In consideration of the payment of the premium, or agreement to pay the premium, the Insurer and the Policyholder agree as follows:

1. Insuring Clauses & Definitions

Insuring Clause 1: Civil Liability

The Insurer shall pay, on behalf of each Insured, Loss on account of a Civil Claim first made during the Policy Period alleging civil liability on the part of that Insured arising from the conduct of the Business Activity by:

(a) that Insured;
(b) any person, partnership, firm or company acting on behalf of an Insured Organisation; or
(c) any predecessor in business of an Insured Organisation,

including, but not limited to, civil liability for:

(i) libel, slander or any other form of defamation;
(ii) infringement or misappropriation of copyright, trade mark, service mark, design right, know-how, database right, ideas under implied contract or any other intellectual property but not of patent or trade secret
(iii) breach of a confidentiality obligation or of data protection legislation;
(iv) unintentional Breach of Contract (including Liquidated Damages);
(v) breach of duty, or negligence in relation to failing to prevent a party from:
   a) unauthorised access to, use of, tampering with or introduction of malicious code into data or systems, or
   b) repetitively accessing a website under the control or the responsibility of any Insured with the intent to deny others access to such website or with the intent to cause such website’s functionality to fail, including but not limited to denial of access or denial of service attacks;
(vi) dishonesty of an Employee; or
(vi) loss, damage or destruction of Documents.

Insuring Clause 2: Mitigation Costs

The Insurer shall pay, on behalf of each Insured, Mitigation Costs.

Insuring Clause 3: Criminal Defence Costs

The Insurer shall pay, on behalf of each Insured, Defence Costs incurred with the prior written consent of the Insurer in defending a Criminal Proceeding first made during the Policy Period.
Insuring Clause 4: Investigation Costs

The Insurer shall pay, on behalf of each Insured, Investigation Costs, incurred with the prior written consent of the Insurer.

Insuring Clause 5: Document Replacement Costs

The Insurer shall pay, on behalf of each Insured, the reasonable costs and expenses of replacing or restoring Documents whose loss, damage or destruction is first discovered by that Insured during the Policy Period.

Insuring Clause 6: Court Attendance Costs

With regard to each Civil Claim or Criminal Proceeding, Loss on account of which is covered by this Policy:

(a) the Insurer shall, if a principal, partner, Member, director or Employee of an Insured Organisation attends a court or arbitration hearing as a witness, compensate for that person being so occupied, by paying £250 for each day on which that person attends as a witness;

(b) the Insurer shall, if a principal, partner, Member, director or Employee of an Insured Organisation attends a court or arbitration hearing as observer, compensate the Policyholder by paying £150 per day for that person’s attendance as an observer, but the Insurer will only pay for one observer per day.

Compensation provided for by this Insuring Clause is only payable where that attendance is in connection with defending, not prosecuting, a Civil Claim or Criminal Proceeding, and the Insurer shall pay the costs to the Policyholder.

Definitions

In this Policy the word 'person(s)', wherever it appears, means legal or natural person(s) or partnership unless otherwise specified. When used in bold type in this Policy:

Application means:

(a) all proposal forms and documents provided to the Insurer by or on behalf of the Policyholder or any other Insured, or to which the Insurer was referred by or on behalf of the Policyholder or any other Insured, in the process of applying for this Policy; and

(b) all representations to the Insurer by or on behalf of the Policyholder or any other Insured, in the process of applying for this Policy.

Attendance Compensation means compensation provided for by Insuring Clause 6.

Breach of Contract means breach of a written contract to design, produce or supply Technology Professional Services or Deliverables by reason of:

(a) failing materially to conform with any written specification, including delivery with agreed timescales, that forms part of the relevant contract, or

(b) failing to meet any implied statutory term concerning quality, safety or fitness for purpose;
Business Activity means the provision of Technology Professional Services or Deliverables, as part of the activities of an Insured Organisation, and any other services or activities stated in Item 2 of the Schedule.

Civil Claim means:
(a) a written demand, whether or not containing a demand for monetary compensation; or
(b) a civil proceeding,
made against an Insured by a Third Party and arising from Business Activity.

Claim means:
(a) for the purposes of Insuring Clause 1, a Civil Claim;
(b) for the purposes of Insuring Clause 3, a Criminal Proceeding; and
(c) for the purposes of Insuring Clause 4, an Investigation.

Criminal Proceeding means a criminal prosecution against an Insured and which the Insurer is satisfied that defending it would protect an Insured against a Civil Claim or potential Civil Claim, Loss on account of which would be covered by Insuring Clause 1.

Defence Costs means that part of Loss consisting of reasonable costs, expenses, charges and fees (including but not limited to lawyers’ and experts’ fees) incurred in defending or investigating a Civil Claim or Criminal Proceeding first made during the Policy Period (other than internal expenses of an Insured Organisation).

Deliverables means any software, hardware, firmware, cabling, technology, data, documentation or electronic equipment.

Documents means documents (other than bearer bonds, coupons, shares, bank notes, currency notes, stamps and other negotiable instruments) whether in physical or electronic format for which an Insured is, in connection with Business Activity, legally responsible to a Third Party.

Employee means a natural person under a contract of service, or apprenticeship, with an Insured Organisation.

Insured means a person who is an Insured Organisation or an Insured Person.

Insured Organisation means an organisation or sole practitioner which is:
(a) the Policyholder;
(b) an organisation listed in Item 5 of the Schedule; or
(c) an organisation which becomes an Insured pursuant to Section 2.1 below.

Insured Person means a natural person who has been, now is, or shall become a principal, partner, Member, director or Employee of an Insured Organisation, provided that such person shall only be covered under this Policy in respect of Wrongful Acts occurring, or alleged to have occurred, while that person is such principal, partner, Member, director or Employee. Solely for such Wrongful Acts of such person, Insured Person includes such person’s:
(a) lawful spouse, civil partner (as defined in the Civil Partnership Act 2004) or domestic partner, if named as co-defendant solely because of their spousal relationship or relationship as civil partner or domestic partner; or
(b) estate, heirs, legal representatives or assigns if such person is deceased or declared incompetent, insolvent or bankrupt.

**Insurer** means MPR Underwriting Ltd.

**Investigation** means a formal investigative inquiry which is into an Insured’s conduct of Business Activity by a regulatory or professional body with powers to investigate that Insured.

Wherever in this Policy there is a reference to when a Claim is first made or deemed to be first made, that reference, as applied to an Investigation, means when the Investigation is first instituted or deemed to be first instituted.

**Investigation Costs** means that part of Loss which consists of reasonable legal fees and related professional charges which an Insured incurs in that Insured’s representation at an Investigation:

(a) which is first instituted during the Policy Period; and

(b) at which that Insured’s attendance is required by the body which instituted the Investigation, but which are only incurred after that Insured has been notified in writing by that body that it is considering whether or not that Insured is culpable of misconduct.

**Loss** means the amount which an Insured is legally and personally liable to pay on account of a Claim first made during the Policy Period, including:

(a) Defence Costs;

(b) Investigation Costs; and

(c) awards of damages, judgments, awards of claimant’s costs and sums payable pursuant to settlements.

**Liquidated Damages** means a sum of money or mechanism used to determine a genuine pre-estimate of loss and damage attributable to a specified Breach of Contract on the part of the Insured, provided that at the time the sum or mechanism was created, and agreed between the parties to the contract, as being representative of a fair, reasonable and justifiable reflection of the loss occasioned by the breach. Such sum of money or mechanism cannot be above any amount that would be recoverable had the Claim been made and determined as a common law claim for Breach of Contract.

**Member** means a member of a limited liability partnership which is part of the Insured Organisation.

**Mitigation Costs** means costs and expenses reasonably and necessarily incurred with the prior written consent of the Insurer in order to:

(a) rectify the consequences of any Wrongful Act which is first discovered by an Insured during the Policy Period and which the Insurer is satisfied would, if not rectified, give rise to a Claim, Loss on account of which would be covered by Insuring Clause 1 and would amount to more than the costs and expenses necessary to rectify the consequences of the Wrongful Act;

(b) settle a fee dispute with a client of the Insured which arises from a Wrongful Act which is first discovered by an Insured during the Policy Period and which the Insurer is satisfied would, if not settled (by the Insurer agreeing not to press for the disputed amount and the Insurer paying the amount owed to the Insured at that time), give rise to a Claim, Loss on account of which would be covered by Insuring Clause 1 and would amount to more than the disputed amount.
**Personal Injury** means bodily injury, mental illness, emotional distress, sickness, disease or death of any natural person.

**Policyholder** means the organisation or sole practitioner stated in Item 1 of the Schedule

**Policy Period** means the period of time stated in Item 6 of the Schedule but subject to prior termination when cover terminates in accordance with Section 5.9 below.

**Pollutants** means any substance exhibiting any characteristic hazardous to the environment or having an adverse impact on the environment, including but not limited to solids, liquids, gaseous or thermal irritants, contaminants or smoke, vapour, soot, fumes, acids, alkalis, soil, chemicals and waste materials, air emissions, odour, waste water, oil, oil products, infectious or medical waste, asbestos, asbestos products, electromagnetic fields and any noise.

**Pollution** means:

(a) any actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of, any **Pollutants**;

(b) any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralise any **Pollutants**, or any action taken in contemplation or anticipation of any such regulation, order, direction or request; or

(c) any actual or alleged breach of duty in any way connected to any **Pollutants**.

**Previous Policy** means the professional indemnity policy issued to the **Policyholder** by an insurer other than the **Insurer** for the policy period ending the day before the start of the **Policy Period** and which this Policy directly replaces.

**Property Damage** means physical damage to or destruction or loss of use of any tangible property.

**Subsidiary** means a company which an **Insured Organisation** either directly or indirectly controls through:

(a) holding a majority of the voting rights;

(b) the right to appoint or remove a majority of its board of directors; or

(c) controlling alone, pursuant to a written agreement with other shareholders, a majority of the voting rights therein.

**Substitutable Cover Terms** means those terms of the **Previous Policy** which are the **Previous Policy’s** equivalents to the terms of this policy.

**Technology Professional Services** means, with respect to any electronic or computer based system or network:

(a) Analysis, design, programming or integration of information systems;

(b) Data processing;

(c) Information technology consulting;

(d) Development and licensing of computer software;

(e) Marketing, selling, distributing, installing, maintaining of and training in the use of electronic or computer related hardware or software;
(f) Website and web application design, programming, maintenance, hosting or access services.

**Technology Professional Services** do not include the development, use or maintenance of any computer system for the management of financial transactions, including but not limited to the transfer or money or the trading of any equities or derivatives.

**Third Party** means any person other than an **Insured**.

**USA** means the United States of America, its territories and possessions and any state or political subdivision thereof.

**Wrongful Act** means:

(a) any actual or alleged conduct or omission by:

   (i) an **Insured**

   (ii) a person, partnership, firm or company acting on behalf of an **Insured Organisation**; or

   (iii) a predecessor in business of an **Insured Organisation**, and which gives rise, or is alleged to give rise, to civil liability on the part of an **Insured**;

(b) any actual or alleged offence which is the subject of a **Criminal Proceeding**; or

(c) any actual or alleged loss, damage or destruction of **Documents**.
2. Additional Policy Features

Acquisition or Creation of Another Organisation

2.1 If, during the Policy Period, an Insured Organisation:

(a) acquires securities or voting rights in another organisation which as a result of such acquisition becomes a Subsidiary;

(b) creates an organisation which as a result of such creation becomes a Subsidiary; or

(c) acquires any organisation by merger into or consolidation with an Insured Organisation,

then that organisation and its Insured Persons shall automatically become Insureds under this Policy with effect from the date of such acquisition or creation, but only with respect to Wrongful Acts after, and Investigations into conduct after, such acquisition or creation (although, if requested by the Policyholder, the Insurer may agree to provide cover for prior Wrongful Acts and prior conduct, following the receipt of any information the Insurer may require).

However, if such acquired or created organisation:

(i) has annual fee income or turnover which is greater than 25% of the Insured Organisations annual fee income last declared to the Insurer prior to the Policy Period;

(ii) has assets in the USA;

(iii) provides advice, products or services as part of activities which are not activities listed in the definition of Business Activity;

(iv) has ever been fined an amount of £10,000 or more or has ever been found guilty of an offence by its regulator; or

(v) has ever, with regard to any given 12 month period, incurred (through judgment or settlement) total losses equalling or exceeding £10,000 on account of the claims made against it in that period,

for that organisation and its Insured Persons to become Insureds under this Policy, the Policyholder must give written notice of that acquisition, and such information as the Insurer may require, to the Insurer. The Insurer shall have the right to amend the terms of this Policy including charging an additional premium.

Insolvency of Policyholder or Other Insured Organisation

2.2 If, during the Policy Period:

(a) the Policyholder enters into bankruptcy, winding up of any kind, administration, voluntary arrangement or any other insolvency procedure or a receiver or holder of a similar position is appointed over any of its assets, cover for the Insured Organisations and their Insured Persons shall continue until the end of the Policy Period, but that cover shall not be for Wrongful Acts after, or (as concerns Investigations) conduct after, the date of such entry or appointment.

(b) an Insured Organisation other than the Policyholder enters into bankruptcy, winding up of any kind, administration, voluntary arrangement or any other insolvency procedure or a receiver or holder of a similar position is appointed over any of its assets, cover for that Insured Organisation and its Insured Persons shall continue until the end of the Policy Period, but that cover shall not be for Wrongful Acts after, or (as concerns Investigations) conduct after, such cessation, entry or appointment.
Non-avoidance and Severability

2.3 In respect of the Application, no statements made or information possessed by any Insured shall be imputed to any Insured Person for any reason.

In the event of a fraudulent or dishonest breach of the duty of fair presentation by any Insured determined by admission, final non-appealable judgment or adjudication:

(i) if the breach occurs prior to the inception date of the Policy, the Insurer may avoid the contract and refuse all claims, and need not return any of the premiums paid, in respect of such Insured;

(ii) if the breach is in relation to a variation of the Policy, the Insurer may treat the Policy as if the variation was never made and need not return any of the premiums paid in respect of the variation, in respect of such Insured.

It is agreed that in the event of a breach of the duty of fair presentation by an Insured, which is not fraudulent or dishonest, the Insurer irrevocably waives all and any rights and remedies it may have because of such breach, including any remedy that would have been available under the UK Insurance Act 2015. For the purposes of this clause, the phrase “duty of fair presentation” shall have the same meaning as given to it in the UK Insurance Act 2015.

Option for Previous Policy Cover

2.4 The provisions of this Section 2.4 shall only be effective if the Policyholder provides to the Insurer, before the start of the Policy Period, a complete and accurate copy of the Previous Policy including all schedules and endorsements thereto and variations thereof, and the Insurer confirms in writing that the provisions of this section 2.4 are effective.

Within 30 days of the Insurer being given written notice of a Claim in accordance with Section 5.1, the Policyholder may give to the Insurer a written notice requesting coverage conversion, whereupon all the Substitutable Cover Terms shall apply to that Claim, and all Claims deemed with it to be a single Claim.

Any matter which is not within a definition of Claim but would be if it was defined in the same way as an equivalent definition in the Previous Policy’s equivalent cover, shall be regarded as within this Policy’s definition of Claim for the purposes of allowing the Policyholder to report it in accordance with Section 5.1 and of requesting coverage conversion such that, if it is reported and coverage conversion is requested in accordance with this Section it shall be deemed a Claim to be dealt with under the terms of this Policy but with all the Substitutable Cover Terms in place of all the equivalent terms of this Policy.

No term of the Previous Policy which stipulates a deductible, excess or retention, a main policy period limit of liability, a main any one claim or any one loss or any one event limit of liability or a limit of liability in addition to any aforementioned main limit, wherever in the Previous Policy such term may appear (whether in a schedule, a limits of liability clause, an insuring clause, an endorsement or otherwise), shall be a Substitutable Cover Term and all sublimits of liability stipulated in the Previous Policy (other than one which is greater in amount than an applicable Policy Period Limit) shall be Substitutable Cover Terms.
3. Exclusions and Sanctions

Exclusions

3.1 The Insurer shall not be liable for Loss, costs or expenses on account of any Claim, or on account of any loss, damage or destruction of Documents:

(a) based upon, arising from or in consequence of any fact or Wrongful Act forming part of circumstances or of a Claim of which written notice has been accepted under any policy which this Policy renews, replaces or follows in whole or in part;

(b) based upon, arising from, or in consequence of any Wrongful Act prior to the date stated in Item 7 of the Schedule;

(c) based upon, arising from or in consequence of a Wrongful Act:

(i) of, or in respect of, an organisation listed in Item 5 of the Schedule; or

(ii) of, or in respect of, an Insured Person of such an organisation, prior to the date stated against that organisation in Item 5 of the Schedule;

(d) to the extent that that Loss consists of fines or penalties or the multiple portion of any multiplied damages award;

(e) to the extent that that Loss consists of punitive, exemplary or aggravated damages other than damages awarded for libel, slander or defamation;

(f) based upon, arising from or in consequence of any actual or alleged Personal Injury of an Insured Person;

(g) based upon, arising from or in consequence of Personal Injury unless directly arising from breach of duty through negligent advice, design, specification or formula by an Insured in the course of Business Activity;

(h) based upon, arising from or in consequence of Property Damage unless directly arising from breach of duty through negligent advice, design, specification or formula by an Insured in the course of Business Activity;

(i) based upon, arising from or in consequence of Pollution;

(j) based upon, arising from or in consequence of:

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

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

(k) based upon, arising from or in consequence of the ownership, occupation, possession or use by or on behalf of an Insured of any land, buildings, aircraft, watercraft, vessel or mechanically propelled vehicle;

(l) where the Loss is an Insured Person’s and the Claim is based upon, arises from or is in consequence of any dishonest or fraudulent act or omission or any intentional breach of law committed or condoned by that Insured Person;
Professional Indemnity Insurance for Technology Companies

(m) based upon, arising from or in consequence of any dishonest or fraudulent act or omission or any intentional breach of law by any principal, partner, Member or director of an Insured Organisation;

(n) based upon, arising from or in consequence of any breach of, or alleging liability under, any express warranty, guarantee or contractual term beyond that referred to in Insuring Clause 1 (iv) or such amount of Loss as the Insured would be legally and personally liable to pay in the absence of such warranty, guarantee or term;

(o) based upon, arising from or in consequence of any Insured acting as a director or officer of any organisation;

(p) by or on behalf of a parent, Subsidiary, affiliate or associate of an Insured Organisation except a Claim for contribution or indemnity which results solely from a claim against such parent, Subsidiary, affiliate or associate by a Third Party;

(q) to the extent that that Loss consists of sums relating to any trading losses or trading liabilities incurred in connection with any business managed or carried on by an Insured on behalf of a client;

(r) based upon, arising from or in consequence of any of the following which any Insured commits intentionally or recklessly: libel, slander or other form of defamation; infringement or misappropriation of copyright, trade mark, service mark, design right, know-how or any other intellectual property; intrusion upon, interference with or infringement of privacy, family life, a person's home or correspondence; breach of a confidentiality obligation or of data protection legislation; introduction into or transmission to a third party's software or computer system of any code which is intended, designed or calculated to disrupt degrade or corrupt the software or system and/or the performance of the software or system and/or destroy data;

(s) based upon, arising from or in consequence of any actual or alleged infringement or misappropriation of patent or trade secret;

(t) based upon, arising from or in consequence of any malfunction or defect of any Deliverables, but this exclusion will not apply where the malfunction, defect or failure to supply is the result of a Wrongful Act in the course of Business Activity;

(u) based upon, arising from or in consequence of any malfunction or defect in any third party Deliverables, or any failure by a third party to supply any service or product. This exclusion will not apply where the malfunction, defect or failure to supply is the result of a Wrongful Act in the course of Business Activity;

(v) based upon, arising from or in consequence of any recall, withdrawal, inspection, repair, modification or replacement of any Deliverables that is withdrawn from the market or from use because of any known or suspected defect or deficiency therein;

(w) based upon, arising from or in consequence of any actual or alleged false advertising which any Insured commits intentionally or recklessly, or any actual or alleged unfair or deceptive trade practices, with respect to the advertising or sale of an Insured's own publications, products or services;

(x) based upon, arising from or in consequence of any actual or alleged failure or interruption of service provided by an internet service provider, telecommunications provider, utility provider or other infrastructure provider except to the extent those services are provided in the course of Business Activity;

(y) based upon, arising from or in consequence of any unauthorised collection, use or dissemination of internet user information;
based upon, arising from or in consequence of any **Wrongful Act** in connection with any contest, lottery, promotional game or game of chance, including but not limited to the printing of, or over-redemption of, tickets, coupons or prizes for any of the foregoing; however, this exclusion shall not apply to the extent that the **Claim** alleges:

(i) libel, slander or any other form of defamation (whether of person or products);

(ii) infringement or misappropriation of copyright, trade mark, service mark, design right, know-how or any other intellectual property, but not of patent or trade secret;

(iii) intrusion upon, interference with or infringement of privacy, family life or a person's home or correspondence; or

(iv) breach of a confidentiality obligation or of data protection legislation.

**Sanctions**

3.3 No cover or benefit shall be provided and no sum shall be payable under this Policy to the extent that providing or paying it would directly or indirectly put the **Insurer** in breach of any applicable economic or trade sanction laws or regulations.
4. Limits of Liability and Payment of Loss

Limits of Liability

4.1 (a) On account of any one Civil Claim brought and maintained entirely outside the USA:

(i) the Insurer's maximum liability for Loss other than Defence Costs, whether the Civil Claim involves one or any number of Insureds, shall not exceed the Civil Claim Limit; and

(ii) the Insurer's liability for Defence Costs shall be in addition to the Civil Claim Limit, but the Insurer shall only be liable for Defence Costs in proportion to the amount which the Civil Claim Limit bears to the total amount of Loss, other than Defence Costs, on account of that Civil Claim.

(b) The Insurer's maximum aggregate liability for all Loss on account of all Civil Claims brought or maintained in whole or in part in the USA and first made during the Policy Period, whether involving one or any number of Insureds, shall not exceed the Civil Claim Limit.

(c) The Insurer's maximum aggregate liability for all Mitigation Costs, Criminal Defence Costs, Investigation Costs, Document Replacement and Attendance Compensation shall not exceed the individual limits stated in Item 3 of the Schedule. Sublimits are part of and not in addition to the maximum liabilities of the Insurer referred to in this section and detailed in Item 3 of the Schedule.

Amounts stated for limits and sublimits are maximum liabilities of the Insurer for all Insureds together, not maximum liabilities per Insured.

Deductible

4.2 With regard to each and every Claim which is not an Investigation, the Insurer shall only be liable for that part of Loss which is in excess of the applicable Claims Deductible stated in Item 4 of the Schedule. No Deductible shall apply to Defence Costs.

With regard to Mitigation Costs, the Insurer shall pay that part of Mitigation Costs which is in excess of the applicable Claims Deductible stated in Item 4 of the Schedule.

Related Claims

4.3 All Claims arising out of the same Wrongful Act or conduct and/or arising out of causally connected Wrongful Acts and/or conduct, whether by one or any number of Insureds, shall be deemed to be a single Claim first made on the earliest of:

(a) the date when the first of such Claims was first made;

(b) the earliest date one of such Claims is deemed first made by this Policy or any policy which this Policy renews, replaces or follows in whole or in part,

regardless of whether that date is before or during the Policy Period.

Other Insurance

4.4 This policy shall always apply excess over any other more specific valid and collectable insurance policy or indemnification available to the Insured, other than any insurance specifically written to apply excess of this policy.
5. General Terms

Reporting

5.1 The Insured shall give the Insurer written notice of any Claim as soon as practicable but in no event more than 60 days after the earlier of the following dates:

(i) the date on which any Insured Organisation’s Chairman, Chief Executive, Managing Director, Finance Director, General Counsel, Risk Manager, Information Technology Manager or holder of an equivalent position to any of the foregoing, first becomes aware that the Claim has been made; and

(ii) if this Policy is not renewed, the termination date of the Policy Period.

Each Insured shall give to the Insurer all such information and co-operation as the Insurer may reasonably require, including but not limited to a description of the Claim, the nature of the alleged Wrongful Act and the date it was committed, the nature of the alleged damage, the names of the claimants and defendants and the manner in which the Insured first became aware of the Claim.

If, during the Policy Period an Insured:

(i) becomes aware of circumstances which are likely to give rise to a Claim, and gives written notice of such circumstances to the Insurer; or

(ii) receives a written request to waive application of a limitation period to, or to suspend the running of time towards expiry of a limitation period for the commencement of, a civil proceeding against an Insured alleging a Wrongful Act before or during the Policy Period and gives written notice of such request and of such alleged Wrongful Act to the Insurer,

then any Claims subsequently arising from such circumstances or following on from such request shall be deemed to have been first made during the Policy Period. Circumstances shall not be regarded as notified unless the written notice expressly identifies the Wrongful Act and the date it was committed, the potential damage, the potential claimants and defendants and the manner in which the Insured first became aware of the circumstances.

The Insurer shall not rely on breach of any of the Insureds’ obligations in this Section to deny liability for any Loss. However, in the case of such breach, the Insurer shall not be liable for Loss which the Insurer, believes would not have been incurred if the breach had not occurred.

Notice

5.2 Written notices to the Insurer required by Section 5.1 above shall be sent by email to mprclaims@axiscapital.com or by post to the Claims Department at the Insurer’s postal address

The Insurer’s postal address is:

MPR Underwriting Limited
10th Floor Chancery Place, 50 Brown Street,
Manchester M2 2JG.

Notice shall be effective on the date of receipt by the Insurer by email or at the postal address.
Defence and Settlement

5.3 The Insurer shall have the right, but not the duty, to take over and conduct at any time the defence of Claims, including to appoint lawyers or other representatives or advisers for that purpose.

Each Insured agrees not to settle or offer to settle any Claim, incur any Defence Costs, Investigation Costs or Mitigation Costs, or otherwise assume any contractual obligation or admit any liability with respect to any Claim, without the Insurer's prior written consent which shall not be unreasonably withheld.

The Insurer shall pay covered Defence Costs, covered Investigation Costs, covered Mitigation Costs and covered costs and expenses of replacing or restoring Documents promptly upon the Insurer's receipt of suppliers' invoices.

Territory

5.4 Unless otherwise provided elsewhere in this Policy, cover under this Policy shall extend worldwide.

Subrogation

5.5 The Insurer shall be subrogated to the extent of any payment under this Policy to each Insured's rights of recovery, and each Insured shall execute all papers required and shall do everything necessary to secure and preserve such rights and to enable the Insurer to bring proceedings in the name of that Insured.

Authorisation Clause

5.6 The Policyholder hereby agrees to act on behalf of all Insureds with respect to the giving and receiving of notice of Claims or termination, the payment of premiums and the receiving of any return premiums that may become due under this Policy, the negotiation, agreement to and acceptance of endorsements, and the giving or receiving of any notice provided for in this Policy, and the Insureds agree that the Policyholder shall so act on their behalf.

Alteration and Assignment

5.7 No change in, modification of, or assignment of interest under this Policy shall be effective except when made by written endorsement to this Policy duly executed on behalf of the Insurer.

Rights of Action

5.8 No person shall have any rights under or in connection with this Policy by virtue of the Contracts (Rights of Third Parties) Act 1999 or any amendment or re-enactment thereof. The Policyholder may not assign to any other person any right or cause of action against the Insurer under or in connection with this Policy.

Termination

5.9 Cover under this Policy shall terminate at the earliest of the following times:

(a) 7 days after the receipt by the Policyholder of a written notice of termination from the Insurer for non-payment of premium;

(b) expiration of the Policy Period;
(c) receipt by the Insurer of written notice of termination from the Policyholder; and
(d) such other time as may be agreed upon by the Insurer and the Policyholder in writing.

If, at the time of termination of cover under this Policy, no Insured has given notice of a Claim or of circumstances which are likely to give rise to a Claim, the Insurer shall refund the unearned premium:

(i) computed at customary short rates, if cover under this Policy is terminated by the Policyholder; or

(ii) computed pro-rata, if cover under this Policy is terminated other than by the Policyholder.

Choice of Law and Forum

5.10 The construction of the terms, and the validity and effect, of this Policy are governed by English law. Any dispute or difference arising under or in respect of this Policy shall be subject to and determined within the exclusive jurisdiction of the courts of England and Wales.

Regulatory Information

5.11 This insurance is underwritten by MPR Underwriting Limited, Chancery Place, 50 Brown Street, Manchester, M2 2JG, on behalf of AXIS Specialty London, a UK branch of AXIS Specialty Europe SE, authorised and regulated by the Central Bank of Ireland and regulated by the Prudential Regulation Authority and Financial Conduct Authority in respect of UK business. AXIS Specialty Europe SE Registered Office: Mount Herbert Court, 34 Upper Mount Street, Dublin 2, Ireland: Registration No. 353402SE

Complaints

5.12 MPR Underwriting are committed to first class service. If you have any complaints about the service you have received, please contact your insurance broker or agent or MPR Underwriting Ltd at the address shown below:

10th Floor, Chancery Place, 50 Brown Street, Manchester, M2 2JG.

If your complaint relates to a claim on your policy, or any other matter, please contact Axis Specialty Europe SE at the address shown below:

Compliance Officer, AXIS Europe SE, 3rd floor, 71 Fenchurch Street, London, EC3M 4BS.

If you are dissatisfied with the final response to your complaint the Financial Ombudsman Service (FOS) may be approached for assistance in certain circumstances. A leaflet explaining their procedure is available on request. The FOS’s contact details are:

Phone: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk

This complaint procedure does not affect your rights to take legal proceedings.