

## MAVEN PUBLIC SECTOR LIABILITY POLICY SCHEDULE

|                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                 |
|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <b>Policy Number</b>                    | P25CASLFG00315                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                 |
| <b>Policy Wording</b>                   | Maven Liability Policy Wording v2 09.15                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                 |
| <b>The Insured</b>                      | Wirral Borough Council                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                 |
| <b>Insured Postal Address</b>           | Brighton Street, Wallasey, Wirral, CH44 8ED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                 |
| <b>The Business</b>                     | Metropolitan District Council                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                 |
| <b>The Underwriters</b>                 | Maven Public Sector<br><b>Authorised and regulated by:</b> Financial Conduct Authority                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                 |
| <b>Operative Sections</b>               | Section 1, Employers' Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Insured                                         |
|                                         | Section 2, Public and Products Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Insured                                         |
|                                         | Section 3, Professional and Officials' Indemnity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Insured                                         |
| <b>Aggregate Self-Insured Retention</b> | Amount GBP 2,900,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Applicable to Claims under                      |
|                                         | Section 1, Employers' Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yes                                             |
|                                         | Section 2, Public and Products Liability                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Yes                                             |
|                                         | Section 3, Professional and Officials' Indemnity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Yes                                             |
| <b>Self-Insured Retention</b>           | Amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Applicable to Claims under                      |
|                                         | GBP 250,000 any one claim or series of claims arising out of any one <b>Occurrence</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Section 1, Employers' Liability (EL)            |
|                                         | GBP 250,000 any one <b>Occurrence</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Section 2, Public and Products Liability (PL/P) |
|                                         | GBP 250,000 any one claim                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Section 3, Professional Indemnity               |
|                                         | GBP 250,000 any one claim                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Section 3, Officials' Indemnity                 |
| <b>Territorial Limits</b>               | <b>Section 1, Employers' Liability</b><br>(a) anywhere in the world provided that the Employee's employment or engagement is entered into in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands; or<br>(b) in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands in respect of employment or engagement entered into outside these territories including temporary visits outside these countries other than back to the country of employment. or engagement<br><b>Section 2, Public and Products Liability</b><br>Worldwide<br><b>Section 3, Professional and Officials' Indemnity</b><br>Worldwide except the United States of America and Canada |                                                 |
| <b>Period of Insurance</b>              | From 1st November 2025<br>To 31st October 2026                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | both days inclusive                             |

|                                   |                                                                                                            |                               |
|-----------------------------------|------------------------------------------------------------------------------------------------------------|-------------------------------|
| <b>Premium</b>                    | Premium                                                                                                    | GBP 426,163.00                |
|                                   | Insurance Premium Tax at 12%                                                                               | GBP 51,139.56                 |
|                                   | Total                                                                                                      | GBP 477,302.56                |
| <b>Insurers and Apportionment</b> | The liability of each of the insurers individually shall be limited to the proportion set against its name |                               |
|                                   | <b>Insurer</b>                                                                                             | <b>Proportion of Schedule</b> |
|                                   | AXA XL Insurance Company Limited                                                                           | 55%                           |
|                                   | Aviva Insurance Limited                                                                                    | 45%                           |
|                                   | <b>Total</b>                                                                                               | <b>100%</b>                   |

Maven Public Sector (hereinafter referred to as the **Underwriters**) underwrite and bind business under a delegated authority from the Insurers.

#### Remuneration Disclosure

When Maven Public Sector underwrite your policy, the insurers pay Maven Public Sector a percentage of the premium as a fee for the work Maven Public Sector do on their behalf.

If certain profit targets are reached, the insurers may also pay Maven Public Sector a bonus based on the overall performance of the book of business.

The premiums shown are inclusive of 3.5% to Marsh and 0.5% YPO Services fee.

## SECTION 1, EMPLOYERS' LIABILITY

Limit of Indemnity: GBP 35,000,000 any one claim or series of claims arising out of any one **Occurrence**

**N.B. Sub-limits apply – these are listed later in this Schedule**

Transfer of Undertakings  
(Protection of Rights)  
Regulations Retroactive Date  
(Section 1, Extension 2) None

## SECTION 2, PUBLIC AND PRODUCTS LIABILITY

|                                                                                                                        | Limit of Indemnity |                                                                                   |
|------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------------|
| 1. Public Liability                                                                                                    | GBP 35,000,000     | any one <b>Occurrence</b>                                                         |
| 2. Products Liability ( <b>Personal Injury</b> and or <b>Property Damage</b> caused by the <b>Insured's Products</b> ) | GBP 35,000,000     | any one <b>Occurrence</b> and in the aggregate for the <b>Period of Insurance</b> |
| 3. Pollution Liability ( <b>Personal Injury</b> and or <b>Property Damage</b> caused by <b>Pollution</b> )             | GBP 35,000,000     | any one <b>Occurrence</b> and in the aggregate for the <b>Period of Insurance</b> |

**N.B. Sub-limits apply – these are listed later in this Schedule**

Financial Loss Retroactive Date  
(Section 2, Extension 7) 1st April 2022

## SECTION 3, PROFESSIONAL AND OFFICIALS' INDEMNITY

Limit of Indemnity: GBP 13,000,000 any one claim and in the aggregate for **the Period of Insurance**, but subject to the sub-limits listed in the Schedule

Retroactive Date

|                                                                                 |                |
|---------------------------------------------------------------------------------|----------------|
| In respect of all claims arising other than from <b>Professional Activities</b> | 1st April 2005 |
| In respect of claims arising from <b>Professional Activities</b>                | 1st April 1974 |

## Sub-limits

- Sub-limits form part of the Limit of Liability and do not apply in addition to it
- Limits are exclusive of the **Self-Insured Retention** unless otherwise stated
- If more than one Sub-limit applies to the same loss, the Insurer's liability will be limited to the lesser Sub-limit.

### *In respect of Section 1, Employers' Liability*

|                                                                                    | Limit of Indemnity |                                                                     |
|------------------------------------------------------------------------------------|--------------------|---------------------------------------------------------------------|
| <b>Bodily Injury</b> to any <b>Employee</b> whilst engaged in <b>Offshore</b> work | GBP 5,000,000      | any one claim or series of claims arising out of any one Occurrence |

### *In respect of Section 2, Public and Products Liability*

|                             | Limit of Indemnity |                                                                            |
|-----------------------------|--------------------|----------------------------------------------------------------------------|
| Extension 2, Asbestos       | GBP 1,000,000      | any one occurrence and in the aggregate for the <b>Period of Insurance</b> |
| Extension 7, Financial Loss | GBP 1,000,000      | any one occurrence and in the aggregate for the <b>Period of Insurance</b> |
| Optional Extensions         |                    |                                                                            |
| 1 Excess Motor              | Not Insured        |                                                                            |
| 2 Indemnity to Hirer        | Not Insured        |                                                                            |

### *In respect of Extensions Applicable to Section 1, Employers' Liability and Section 2, Public and Products Liability*

|                                  | Limit of Indemnity |                                                                            |
|----------------------------------|--------------------|----------------------------------------------------------------------------|
| Extension 3, Data Protection Act | GBP 1,000,000      | any one occurrence and in the aggregate for the <b>Period of Insurance</b> |

### *In respect of Section 3, Professional and Officials' Indemnity*

|                                                                                 | Limit of Indemnity |                                           |
|---------------------------------------------------------------------------------|--------------------|-------------------------------------------|
| In respect of claims arising from <b>Professional Activities</b>                | GBP 3,000,000      | any one claim and in the annual aggregate |
| In respect of all claims arising other than from <b>Professional Activities</b> | GBP 10,000,000     | any one claim and in the annual aggregate |
| Emergency Costs                                                                 | GBP 25,000         |                                           |

## Endorsements

### Claims handling Agreement

In respect of the Claims Conditions – Procedures, any reference to the Insurer shall be deemed to include any party authorised to handle claims on the Insurer's behalf.

The **Insurer** has agreed to allow the **Insured** to handle claims that may be subject to an indemnity under this policy.

This In-House Claim Handling Agreement applies to the following only:

**Third party property damage claims under Section 2 up to a Claims Handling Limit of £5,000 inclusive of fees any one Occurrence**

and is granted subject to the following provisions

- i) the extent of this agreement is limited to
  - (a) setting raising or amending appropriate reserves without the consent of the Insurer to a maximum amount of no more than the Claims Handling Limit shown above in respect of all claims relating to any one occurrence or claim provided that
    - (1) no suit or legal proceedings have been filed against the Insured and/or the Insurer
    - (2) no policy liability question is involved
  - (b) appointing any professional services which have been approved by the Insurer prior to appointment in relation to claims which fall within the scope of item (a) above
  - (c) handling and settling any claim falling within the scope of item (a) above without the consent of the Insurer to a maximum amount of no more the amounts shown above in respect of all claims relating to any one occurrence or claim .
- ii) all claims falling outside the extent of the In-House Claim Handling Agreement detailed above must be reported in accordance with Policy conditions.
- iii) in any event as soon as the Insured has become aware that one of the following injury types has occurred
  - (1) a fatality
  - (2) an amputation of a major limb or paralysis or loss of use resulting in a disability rating exceeding 50%
  - (3) any serious head or concussive brain injury (including skull fracture or loss of sight of either or both eyes)
  - (4) any injury to the spinal cord and/or damage to vertebrae
  - (5) any disability where it appears reasonably likely that there will be a disability of more than one year
  - (6) occupational disease
  - (7) complex regional pain (e.g. Fibromyalgia)
  - (8) claims arising out of a terrorist act or act of war, class actions, defamation, pollution, environmental damage, stress, disease, abuse, bullying or U.S. claims
  - (9) any injury where Provisional Damages are applied for by the claimant
  - (10) any injury where any party or the Court indicates that regular continuing payments (such as Periodical Payments as defined in the Courts Act 2003) is a suitable form of settlement
  - (11) any claim in relation to an event involving more than one claimant
  - (12) any media or political interest or public relations or reputation issues, or claims involving VIP claimants.
- iv) it is a condition of the Claim Handling Agreement that
  - (a) the Insured shall provide to the Insurer such information as the insurer requires about the claims it is handling by virtue of this In-House Claim Handling Agreement irrespective of status at a frequency to be agreed by the Insurer.  
Prior to the granting of the In-House Claim Handling Agreement the Insurer will provide the Insured with details in writing of such information it requires in relation to all claims handled by the Insured.
  - (b) the Insurer or its authorised representatives shall have access to all records and data on any media relating to any or all claims the Insured handling by virtue of this In-House Claim Handling Agreement provided that the Insurer or its authorised representatives give no less than seven days' notice in writing of their intention to access such records and data
  - (c) the Insurer reserves the right to audit the in house handled files and any associated operational aspects as required by them.
- v) this In-House Claim Handling Agreement is provided subject to the Insured maintaining the following:
  - (a) A team of competent and experienced Claims Handlers with sufficient capacity to maintain an efficiency of workloads.
  - (b) Appropriate claims management systems which can achieve the quality of service required, including staffing numbers.

(c) Robust Claims Management systems which can record the claims management information in a manner acceptable to the Insurer.

At all times the Insurer retains the right to inspect and challenge any of the above aspects.

vi) under no circumstances does this In-House Claim Handling Agreement apply to sub-agents third party administrators brokers or others without the prior written approval of the Insurer.

vii) the Insurer reserves the right to withdraw this In-House Claim Handling Agreement by giving no less than seven days' notice in writing in the event that

(a) any of the provisions contained in this In-House Claim Handling Agreement are breached

(b) the amount paid in respect of all losses below the retention in respect of any one Period of Insurance exceeds 75% of any Aggregate Stop Loss shown in the Schedule

## Election Officials

In respect of any indemnity requested by the **Insured** provided to **Election Officials** for legal liability arising in connection with the conduct of running any elections or referenda, the **Self-Insured Retention** is reduced to Nil subject to no other indemnity being available.

## Schools Governing Bodies

The Governing Bodies of VA schools advised by the Insured prior to inception as being included in the insurance programme are included as Persons entitled to Indemnity under the policy.

## Single Event Occurrence

It is hereby noted that where a single **Occurrence** gives rise to separate claims under both Sections 1 and 2 of the **Policy** then a single **Self-Insured Retention** will apply

It is further noted that the level of **Self-Insured Retention** applicable to the single **Occurrence** will be the highest value of **Self-Insured Retention** applicable under either Section 1 or Section 2

Subject otherwise to the terms conditions and exclusions of the **Policy**

## Asbestos Accidental Discovery (Claims Made Only)

**Extension 2 To Section 2 Public and Products Liability is hereby deleted and replaced by the following**

### 2. Asbestos Accidental Discovery

Exclusion 15 to Section 2 of the **Policy** shall not apply when the presence of asbestos or materials containing asbestos is discovered during the Period of Insurance in any premises owned or occupied by the **Insured** provided that any claim is:

- (a) first made in writing against the **Insured** during the Period of Insurance; and
- (b) notified to the **Insurer** as soon as reasonably practicable during the same Period of Insurance and, in any event, within thirty (30) days of expiry of the Period of Insurance.

And provided always that:

- (i) upon discovery of the presence of asbestos or asbestos containing materials, all work stops as soon as practicable and removal of the asbestos is carried out (on terms which indemnify the **Insured** for liability arising from such work) by a specialist contractor authorised or licensed to perform such removal under the Asbestos Licensing Regulations in force at the time of discovery as soon as reasonably practicable after discovery;
- (i) the **Insured** comply with the relevant regulations including the provisions of the Control of Asbestos Regulations 2012 (or any subsequent or amending legislation) where applicable;
- (ii) in respect of an **Occurrence** any claims arising out of such **Occurrence** shall:
  - 1. be deemed to have been made at the point in time when the first of the claims was made in writing against the **Insured**; and
  - 2. only be the subject of indemnity if the claims are first made in writing against the **Insured** within sixty (60) months of the first claim and are for the accidental discovery of asbestos and/or asbestos containing materials happening prior to the expiry date of this **Policy**.

Provided that any **Periods of Insurance** subsequent to the date of claim being made shall exclude indemnity in respect of any claims arising out of such **Occurrence**.

- (iii) the indemnity in this extension will not apply to legal liability or pay any amounts arising out of or in connection with:

1. any subsequent activities related or connected to dealing with the asbestos and/or asbestos containing materials once discovered;
2. any claims arising from the existence of or exposure to asbestos and/or asbestos containing materials where the **Insured** were aware of the circumstances or **Occurrence** which gave rise to the claim before the Period of Insurance;
3. any claims in respect of the diminution in the value of Property or loss of or potential loss of rental income or any other consequential losses (including business interruption) howsoever arising;
4. any claims in respect of fear of the consequences of exposure to asbestos or asbestos containing materials;
5. claims which arise out of circumstances notified under previous insurance policies or known to the **Insured** (including any director, partner or officer of the **Insured**) before or at inception of this **Policy**.

## Section 1 Employers Liability and Section 2 Public and Products Liability Endorsement – Communicable Disease

It is hereby noted and agreed that the following endorsement is added

### Communicable Disease

Notwithstanding anything contained in this **Policy** to the contrary, where any incident, claim or notification of claim is in any way directly or indirectly caused by, resultant from or in connection with:

- a) any **Communicable Disease**; or
- b) any measures taken by any governmental, public, or other authority, or any other person for the prevention, suppression, mitigation, cleaning, or removal of any **Communicable Disease**; or
- c) any fear or threat of any **Communicable Disease**

The following applies:

- I. The **Self-Insured Retention** for Section 1 shall be £250,000 and shall apply per claimant or potential claimant
- II. The Self-Insured Retention for Section 2 shall be £250,000 and shall apply per claimant or potential claimant
- III. The **Self-Insured Retention** as in I. and II. above shall not rank towards the **Aggregate Self-Insured Retention**
- IV. The amounts stated in the Schedule as the Limits of Indemnity for Section 1 and Section 2 respectively will be the maximum amount payable as damages compensation and claimant's costs by the **Insurer** in respect of this endorsement.

For the purposes of this endorsement, **Communicable Disease** means:

Any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any mutation or variation thereof, whether deemed living or not, and
- b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c) the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, or damage to human health, human welfare or property.

## Cladding and Building Fire Safety - Section 3 Professional Indemnity

This Clause takes priority over any other provision in this **Policy**

It is hereby noted that no indemnity shall be provided under Section 3 Professional Indemnity in respect of any liability, loss, cost or expense caused by, contributed to by, or arising out of **Cladding Claims** and/or **Fire Safety Claims**

For the purposes of this Clause **Cladding Claims** means:

any damage, loss, cost or expense or any other liability directly or indirectly arising from or in any way related to the combustibility of any composite panels, cladding or façades of buildings or structures, and/or internal or external wall systems and any associated core/filler/insulation material and/or any fixing systems.

For the purpose of this Clause **Fire Safety Claims** means:

any damage, loss, cost or expense or any other liability directly or indirectly arising from or in any way related to the fire safety or fire performance or combustibility of a building or structure or any part of such building or structure'

## Cyber and Data Limited Exclusion Endorsement

- 1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy does not apply to any loss, damage, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:
  - 1.1 **Cyber Act** or **Cyber Incident** or
  - 1.2 any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
  - 1.3 loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 4
- 2 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 3 This endorsement supersedes any other wording in the Policy or any endorsement thereto having a bearing on a **Cyber Act**, **Cyber Incident** or **Data**, and, if in conflict with such wording, replaces it.
- 4 However this Exclusion shall not apply to:
  - 4.1 Accidental Bodily Injury (other than mental injury or mental anguish which does not itself result from an other Bodily Injury)
  - 4.2 Direct loss of or damage to or destruction of material property (other than loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any Data, including any amount pertaining to the value of such Data)
  - 4.3 the extent that indemnity is provided by Extension 3 (Data protection Act) applicable to Sections 1 and 2 other than indemnity arising out of any **Cyber Act**
  - 4.4 in relation to 4.1 to 4.3 above, cover provided by Extensions Applicable to Sections 1 and 2, 1 (Compensation for Court Attendance), 5 (Judicial Review Costs) and 6 (Public Enquiry Costs)

## Definitions

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

**Cyber Incident** means

- i) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- ii) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

**Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

## Data Protection Act (Limit of Liability)

Extension 3 To Section 1 Employers Liability and Section 2 Public and Products Liability is hereby deleted and replaced by the following

### 3. Data Protection

The indemnity provided by this Extension is on a "claims made" basis

Under this Extension the **Insurer** will indemnify the **Insured** in respect of their liability to pay

- a) compensation in respect of damage or distress arising damage under:
  - i. Section 13 of the Data Protection Act 1998; or,
  - ii. Section 168 and/or 169 of the Data Protection Act 2018; or,
  - iii. Article 82 of the General Data Protection Regulation (EU) 2016/679 and any subsequent similar legislation (or other local equivalent) and defence costs and expenses incurred with the consent of the **Insurer**
- b) all other costs and expenses in relation to any matter which are incurred with the Insurer's written consent relating to any claim against the Insured which is covered (or if it is upheld would be covered) under paragraph 3. a) above

Provided that

- a) The maximum liability of the **Insurer** under this Extension shall not exceed the amount shown in the Schedule in respect of any one claim and in the aggregate during the **Period of Insurance** which amount shall be inclusive of all legal costs and expenses and shall be part of and not in addition to the limit of indemnity in the Schedule
- b) this Extension of indemnity shall not apply
  - i) in respect of Section 1, Employers' Liability to such damage or distress that is not suffered by an Employee
  - ii) in respect of Section 2, Public and **Products** Liability to such damage or distress that is suffered by an Employee
  - iii) to the extent that an indemnity is provided elsewhere in this **Policy**

- iv) in respect of Section 1, Employers' Liability to any mental anguish and/or nervous shock unless resulting in a recognised psychiatric or mental injury arising from the loss of, loss of use of, divulgence of, disappearance of, theft of, damage to, corruption of, inability to access, inability to manipulate or inability to prevent access to **Data** or any loss of or damage to **Data**
- c) this Extension is subject to the **Insured** having registered in accordance with the terms of the enactments stated in 3.a), above any subsequent similar legislation (or other local equivalent)
- d) any claim for compensation is first made against the **Insured** during the **Period of Insurance**
- e) The **Insured** shall give to the **Insurer** notice in writing as soon as reasonably practicable during the **Period of Insurance** or within thirty (30) days of expiry of the **Period of Insurance**, of any circumstance which is likely to give rise to a claim of which the **Insured** becomes aware during the **Period of Insurance**. The **Insurer** agrees that any such circumstances which subsequently give rise to a claim after the expiry of the **Period of Insurance** shall be deemed to be a claim first made during the **Period of Insurance**. Provided that any **Periods of Insurance** subsequent to the date of claim being made or, if earlier, notification of circumstance as above shall exclude indemnity in respect of any claims arising out of such **Event**.
- f) this Extension will not apply
  - i) in respect of the payment of fines or penalties, or
  - ii) in respect of the costs and expenses of rectifying, reinstating, replacing or erasing any Personal Data as defined in the enactments stated in 3.a), above any subsequent similar legislation (or other local equivalent); or
  - iii) in respect of claims which arise out of circumstances notified to previous insurers or known to the **Insured** at inception of this **Policy**, or
  - iv) where the **Insured** has indemnity for such liability under any other policy. Provided that to the extent that the indemnity in this extension is also provided by any Cyber Liability policy, this exclusion shall not apply however the indemnity provided by this extension shall apply only in excess of such Cyber Liability policy
  - v) in respect of any action or suit brought in a court of law within the jurisdiction of the **United States of America** or where such action or suit is brought in a court of law outside those countries to enforce a judgement therein whether by way of reciprocal agreement or otherwise, or
  - vi) in respect of liability caused by or arising from a deliberate act by or omission of any party entitled to insurance under this **Policy** if the result could have been expected having regard to the nature and circumstances of such act or omission. Provided that this exclusion shall apply only to the party entitled to insurance under this **Policy** committing such deliberate act or omission, or
  - vii) in respect of liability caused by or arising from the recording, processing or provision of data for reward or the determining of the financial status of a person; or
  - viii) in respect of liability which attaches by virtue of a contract or agreement but which would not have attached in the absence of such contract or agreement or in respect of liquidated damages.
  - ix) in respect of any fees or charges the **Insured** is required to pay by any data protection authority.
  - x) where the **Insured** has not paid any fees required to be paid by any data protection authority

## Long term agreement – Expiry Date 31<sup>st</sup> October 2026

Until the long-term agreement Expiry Date shown above the **Insured** undertakes to offer to renew annually the insurance under this **policy** on the terms and conditions in force at the expiry of each **Period of Insurance** provided it is understood that the **Underwriters** are under no obligation to accept the offer to renew made in accordance with the above mentioned undertaking;

the **Underwriters** may increase the Aggregate Stop Limit at each renewal date by up to 10% following agreement to such increase by the **Insured**.

The above-mentioned undertaking applies to any policy which may be issued by the **Underwriters** in substitution for this **policy**.

Payment of the premium as specified will be deemed acceptance by the **Insured** of the **policy** terms.

The **Insured** has the option to extend the expiry date by a further year period at its discretion.



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Signed for the Underwriters and on behalf of the Insurers

Date: 3rd December 2025