



Policy Schedule

POLICY REFERENCE:	5848128
BINDING AUTHORITY REFERENCE:	B1179I268023000
THE POLICYHOLDER:	St Cleer Parish Council
PRINCIPAL ADDRESS:	St Cleer Sports Pavilion Hockings House Liskeard Cornwall PL14 6EE
THE INSURER:	Underwritten by certain underwriters at Lloyd's'
BUSINESS:	Council
BROKER:	Arthur J. Gallagher Insurance Brokers Limited
PERIOD OF INSURANCE:	FROM: 01 March 2024 TO: 28 February 2025 Both days inclusive Local Standard Time at the Policyholder's Principal Address stated above in this Schedule
LIMIT OF LIABILITY:	Limit of Indemnity: £250,000 This is the maximum amount in the aggregate that the policy will pay including Defence Costs , irrespective of the number of Claims, Losses, Business Interruption Losses or Cyber Events giving rise to an indemnity under this policy Sub-Limit of Liability: £25,000 Funds Transfer Fraud and Theft of Funds Held in Escrow
RETENTION:	Retention each and every Cyber Event : £1,000 Save that:- In respect of cover under Clause 1.2 the Waiting Period is 8 hours per Business Interruption Event . The Retention above will apply to each and every Business Interruption Event once the Waiting Period has been satisfied. In respect of cover under Clause 1.3 the Retention is NIL
PREMIUM:	£328.00
INSURANCE PREMIUM TAX:	£39.36
TOTAL:	£367.36
POLICY WORDING:	OSR: Cyber Plus v2022.1
RETROACTIVE DATE:	Unlimited
LAW AND JURISDICTION:	This agreement is governed by the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales
TERRITORY:	Worldwide
SEAT OF ARBITRATION:	England and Wales
INCIDENT RESPONSE PROVIDER (NOTIFICATION OF CLAIMS):	Crawford & Company – 0800 376 6216

ENDORSEMENTS:

Please refer to the endorsement library contained within the policy wording for the full text of the endorsement were only the title is shown.

001: AMENDED GENERAL DEFINITION 2.2

AMENDED GENERAL DEFINITION 2.2

It is hereby noted and agreed that General Definition 2.2 is deleted and replaced with the following:

Business Interruption Loss means the **Insured's** reasonable expenses necessary to maintain the operation, functionality or services of the **Insured's** business, as direct result of a **Business Interruption Event** but only:

- (i) after the expiration of the **Waiting Period**, and
- (ii) until the date on which the **Insured's** business is restored to the same or equivalent condition, functionality and service that existed prior to the loss, however not exceeding 180 days from the date on which the outage, interruption or degradation commenced, such 180 day period not to be limited by the expiration of **Period of Insurance**;

Business Interruption Loss shall also include costs and expenses incurred to avoid mitigate the effects of a system outage or network interruption or degradation of the network, preserve evidence and/or substantiate the Insured's loss.

FTF: FUNDS TRANSFER FRAUD/THEFT OF THIRD PARTY FUNDS ENDORSEMENT

The above policy (in this endorsement, the **Policy**) is amended as follows. Words in bold have the meanings defined in the above **Policy**, as amended by this endorsement.

SCHEDULE

The following provisions are inserted to the **Policy** Schedule:

FUNDS TRANSFER FRAUD / THEFT OF THIRD PARTY FUNDS COVER

Inception Date of coverage applicable to Funds Transfer Fraud Event cover and Third Party Funds Theft Event cover granted under this endorsement:	01 March 2020
Retention each and every Fund Transfer Fraud and/or Third Party Funds Theft Event :	£500
Maximum aggregate sum the Insurer will pay in respect of any and all Funds Transfer Fraud(s) and / or Third Party Funds Theft Event(s) under the Policy :	£25,000

The aggregate sum set out above shall be part of and not in addition to the **Limit of Liability** set out in the **Policy** Schedule.

1. INSURANCE COVER

NEW COVERS

The following provisions are inserted into the **Policy**:

*In consideration of the payment of or agreement to pay the premium by the **Policyholder** on behalf of the **Insured**, the **Insurer** will pay, or where specified, reimburse the **Insured**, in excess of the applicable **Retention**, up to the maximum aggregate sum above, for:*

- 1.5 any loss of funds or assets of the Insured, which: (i) occurs on or after the above Inception Date; (ii) is notified to the Insurer during the Period of Insurance in compliance with the Policy terms; and (iii) is the sole and direct result of a Funds Transfer Fraud Event.
- 1.6 any Loss arising from any Claim against the Insured by any Third Party which (i) occurs on or after the above Inception Date, (ii) is notified to the Insurer during the Period of Insurance in compliance with the Policy terms; and (iii) is the sole and direct result of a Third Party Funds Theft Event.

2. GENERAL DEFINITIONS

The definition of **Claim** at clause 2.3 is deleted and replaced by the following definition:

Claim means any written demand, civil, criminal, judicial, administrative, regulatory or arbitral proceeding against the **Insured** seeking compensation or other legal remedy or penalty as a result of a **Data Liability Event**, **Media Liability Event**, **Network Security Event**.

Funds Transfer Fraud Event or Third Party Funds Theft Event.

NEW DEFINITIONS

The following definitions are inserted into the **Policy**:

"Funds Transfer Fraud Event means the commission by any **Third Party**:

- i. via **Unauthorised Access** leading to any unauthorised electronic transfer of the **Insured's** funds or other financial assets from the **Insured's** computer system or network due to the fraudulent manipulation of electronic documentation which is stored on the **Insured's** computer system;
- ii. of theft of funds or other financial assets from the **Insured's** bank account by electronic means, if the bank is unable to restore the **Insured** to the exact same financial position they were in prior to the **Funds Transfer Fraud Event** taking place
- iii. of theft of money or other financial assets from the **Insured's** corporate credit cards by electronic means; and / or
- iv. of any phishing, vishing or other social engineering attack against the **Insured** that results in the unauthorised transfer of **Insured's** funds or other financial assets to a **Third Party**

Third Party means any legal entity or natural person who is not an **Insured**.

Third Party Funds Theft Event means the theft of money or other financial assets belonging to a **Third Party** for which the **Insured** is legally liable as a result of **Unauthorised Access** into the **Insured's** computer system.

3. EXCLUSIONS

Exclusion 3.13 of the **Policy** is deleted and replaced with the following exclusion:

*The **Insurer** shall not be liable to make any payment or provide any benefit or service in respect of any **Claim** or **Loss**:*

- arising out of the electronic transfer of any funds, monies or goods belonging to the **Insured**, or for which the **Insured** is legally responsible, except for a **Fund Transfer Fraud Event** or **Third Party Funds Theft Event**.

NEW EXCLUSIONS

The following exclusions are inserted into the **Policy**:

*The **Insurer** shall not be liable to make any payment or provide any benefit or service in respect of any **Claim** or **Loss**:*

- for any **Loss** or other financial losses in any way directly or indirectly connected with cryptocurrencies are excluded from the cover provided under the "FUNDS TRANSFER FRAUD / THEFT OF THIRD FUNDS PARTY" endorsement in respect of any **Funds Transfer Fraud Event** or **Third Party Funds Theft Event**.
- for any **Loss** or other financial losses caused by any **Funds Transfer Fraud Event** or **Third Party Funds Theft Event** where such event is perpetrated by, or with the knowledge or collusion of, any director, partner or employee of the **Insured**.

All other terms and conditions of the **Policy** remain unchanged

LMA3100: SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall 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 that (re)insurer 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.

LMA3100
15/09/10

LMA5256: INSURANCE ACT 2015 - FRAUDULENT CLAIMS CLAUSE

1) If the Insured makes a fraudulent claim under this insurance contract, the Insurer:

- a) Is not liable to pay the claim; and
- b) May recover from the Insured any sums paid by the Insurer to the Insured in respect of the claim; and
- c) May by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.

2) If the Insurer exercises its right under clause 1) c) above:

- a) The Insurer shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- b) The Insurer need not return any of the premiums paid.

3) If this insurance contract provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made under the contract by or on behalf of a covered person, the Insurer may exercise the rights set out in clause 1) above as if there were an individual insurance contract between the Insurer and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Nothing in these clauses is intended to vary the position under the Insurance Act 2015.

LMA5256
16 March 2016

LMA5289: NUCLEAR AND RADIOACTIVE CONTAMINATION EXCLUSION (LIABILITY)

This contract does not cover any actual or alleged loss, liability, damage, defence cost, cost or expense directly or indirectly caused by, arising or resulting from nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.

LMA5289
14/06/07

LMA5396: COMMUNICABLE DISEASE EXCLUSION

1. Notwithstanding any provision to the contrary within this policy, this policy does not cover all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.

3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

3.1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

3.2. 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

3.3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

LSW1001: SEVERAL LIABILITY NOTICE INSURANCE

The subscribing Insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing Insurers are not responsible for the subscription of any co-subscribing Insurer who for any reason does not satisfy all or part of its obligations.

LSW1001
08/94

NMA0464: WAR AND CIVIL WAR EXCLUSION CLAUSE

Notwithstanding anything to the contrary contained herein this Certificate does not cover Loss or Damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

NMA464
01/01/38

NMA1270: RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE

This Policy does not cover

- a. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b. any legal liability of whatsoever nature

Where there is any conflict between the terms of this endorsement and the terms of the policy, the terms of this endorsement shall apply, subject at all times to the application of any Sanctions clause.

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

NMA1270
03/12/1959

TELEPHONE HACKING NEW: TELEPHONE HACKING ENDORSEMENT

The above policy is amended as follows. Words in bold have the meanings defined in the **Policy**.

SCHEDULE

The following provisions are inserted into the **Policy** Schedule:

TELEPHONE HACKING COVER

Inception date applicable to any Telephone Hacking Event :	01 March 2020
Retention each and every Telephone Hacking Event :	£1,000
Maximum aggregate sum the Insurer will pay in respect of any and all Telephone Hacking Events :	£250,000

The aggregate sum set out above shall be part of and not in addition to the **Limit of Liability** set out in the **Policy** Schedule.

1. INSURANCE COVER

NEW COVER

The following provision is inserted into the **Policy**:

*In consideration of the payment of or agreement to pay the premium by the **Policyholder** on behalf of the **Insured**, the **Insurer** will pay, or where specified, reimburse the **Insured**, in excess of the applicable **Retention**, up to the maximum aggregate sum above, for:*

- 1.7 any **Loss** arising from a **Claim** against the **Insured** made by a **Telcom Provider** which (i) occurs on or after the above **Inception Date**, (ii) is notified to the **Insurer** during the **Period of Insurance** in compliance with the **Policy** terms; (iii) and is the sole and direct result of a **Telephone Hacking Event**.

2. GENERAL DEFINITIONS

The definition of **Claim** at clause 2.3 is amended by including the following at the end of the definition:

Claim means any written demand, civil, criminal, judicial, administrative, regulatory or arbitral proceeding against the **Insured** seeking compensation or other legal remedy or penalty as a result of a **Data Liability Event**, **Media Liability Event**, **Network Security Event**

or **Telephone Hacking Event** (where that written demand, civil, criminal, judicial, administrative, regulatory or arbitral proceeding is made by a **Telcom Provider**).

NEW DEFINITIONS

The following definitions are inserted into the **Policy**:

Telcom Provider means any telephone or communications service provider with whom the **Insured** has a written contract for the provision of telephony or communication services.

Telephone Hacking Event means any **Unauthorised Access** to the **Insured's** internal digital telephony infrastructure.

All other terms and conditions of the **Policy** remain unchanged.

In consideration of the premium charged, it is hereby understood and agreed that this policy is amended as follows:

Notwithstanding anything to the contrary in this policy, or any appendix or endorsement added to this policy, there shall be no coverage afforded or benefit provided by this policy for any:

- i. entity organized or incorporated pursuant to local law of the **Specified Area**, or headquartered in a **Specified Area**;
- ii. natural person during such time such natural person is located in a **Specified Area**;
- iii. part of a claim, action, suit or proceeding brought or maintained in a **Specified Area**;
- iv. loss of, theft of, damage to, loss of use of, encryption of, interruption to the operations or availability of, or destruction of any part property (tangible or intangible) located in a **Specified Area**, including, but not limited to, any computer system, data, digital assets, money or securities located in a **Specified Area**.

For purposes of this endorsement, "**Specified Area**" means:

- a. The Republic of Belarus; or
- b. The Russian Federation as recognized by the United Nations (or their territories, including territorial waters, or protectorates where they have legal control; legal control shall mean where recognized by the United Nations).

Where there is any conflict between the terms of this endorsement and the terms of the policy, the terms of this endorsement shall apply, subject at all times to the application of any Sanctions clause.

If any provision of this endorsement is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, such provision will, to that extent, be deemed not to form part of this endorsement but the validity, legality and enforceability of the remainder of this endorsement will not be affected.

All other terms, conditions and exclusions remain unchanged.

Signed by and on behalf of Optimum Speciality Risks:



Freddy Knight
Optimum Speciality Risks
150 Minories,
London,
EC3N 1LS

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