



GENERAL CASUALTY

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# MARITIME SECURITY: LIABILITY INSURANCE

INSURER:  
Everest Syndicate 2786  
Registered Office: 40 Lime  
Street, London, EC3M 5BS

Everest Syndicate 2786 is  
managed by ASTA Managing  
Agency and is authorised by  
the Prudential Regulation  
Authority and regulated by the  
Financial Conduct Authority

# Maritime Security Liability Insurance Policy

## IMPORTANT INFORMATION

This Policy is an important document. The Policy wording and Schedule, together with any Endorsements, are to be considered one document, and set out the cover provided, the amount insured and the terms and conditions of your Policy. Please read it carefully and keep it in a safe place. You must immediately notify the Underwriter of any circumstances which may affect the insurance provided by this Policy.

## NON-DISCLOSURE

If you fail to comply with your duty of disclosure, Underwriters may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is deliberate or fraudulent, Underwriters may also have the option of avoiding the contract from its beginning.

## FALSE OR FRAUDULENT CLAIMS

If you make a false or a fraudulent claim, Underwriters are not liable to pay the claim, may recover any sums already paid in respect of the fraudulent claim, and may choose to terminate the Policy from the date of the fraudulent act. Please refer to General Condition 14 below.

## HOW TO MAKE A CLAIM

Please contact Everest Syndicate 2786 at:

Claims Manager  
Everest Syndicate 2786  
40 Lime Street London EC3M 5BS

United Kingdom  
Telephone: +44 (0) 203 887 2500  
Email: Claims2786@everestre.com

## HOW TO MAKE A COMPLAINT

Everest Syndicate 2786 is committed to providing an excellent service including how we deal with complaints.

If you wish to make a complaint you can do so at any time by referring the matter to:  
The Complaints Manager, Everest Syndicate 2786, 40 Lime Street, London, EC3M 5BS

Or by email: [complaints2786@everestre.com](mailto:complaints2786@everestre.com)  
Or by phone: +44 (0) 203 887 2580

Everest Syndicate 2786 takes complaints seriously and hopes to resolve them in a timely manner. In the event you remain dissatisfied with the response, you are entitled to refer your complaint to Lloyd's or the Financial Ombudsman Service using the contact details below:

Lloyd's – Complaints, Lloyd's, One Lime Street, London, EC3M 7HA

Telephone: +44 (0) 207, 327 5693

Fax: +44 (0)207 327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaints – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) or from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from fixed lines in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. More information is available in the FOS website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

#### **Financial services compensation scheme**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if we are unable to meet our obligations to you under this insurance. Further details are available at their website: [www.fscs.org.uk](http://www.fscs.org.uk) or by applying for information by post to PO Box 300, Mitcheldean, GL17 1DY

#### **Data protection - Your personal information notice**

Everest Syndicate 2786 collect and use relevant information about you to provide you with insurance and to meet our legal obligations. This information includes your name, address and contact details and other information we collect about you, and may include sensitive information about you such as health information and any criminal convictions you may have.

In certain circumstances we may need your consent to process certain categories of information (including sensitive information) about you. Where we need your consent we will ask you. You do not have to give your consent and you may withdraw your consent at any time. However if you do not give your consent, or you withdraw consent this may affect our ability to provide the insurance cover to you or our ability to handle your claims.

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

You have the right to access the information we hold about you. If you wish to access that information please contact us at [LloydsDataPrivacy@everestre.com](mailto:LloydsDataPrivacy@everestre.com)

## COVERAGE SECTIONS

Section A: Public Liability

Section B: Pollution Liability

Section C: UK Employers' Liability

Section D: International Employers' Liability

Section E: Professional Indemnity

## INSURING CLAUSE

Subject to the exclusions, limits and conditions of this Policy, and to the extent indicated on the Policy Schedule, this Policy indemnifies the Insured in respect of the Insured's liability to pay damages (including claimants' costs, fees and expenses) in accordance with the law of any country. This indemnity applies only to such liability as defined by each insured Section of this Policy arising out of the Business, subject always to the terms, conditions and exclusions of such Section and of the Policy as a whole.

This indemnity **does not apply** in respect of any judgment, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgment, award, payment or settlement either in whole or in part), unless the insured has requested that there shall be no such limitation and has accepted the terms offered by Underwriters in granting such cover, which offer and acceptance must be signified by specific Endorsement to this Policy.

In respect of Sections A to D only, this indemnity extends to:

1. Principals, subject always to Section A: Exclusion 3c) and General Exclusion 3;
2. Directors or partners of the Insured;
3. Officials of the Insured acting (a) in their business capacity for their liability arising out of the performance of the Business and/or (b) in their private capacity arising out of their temporary engagement of Employees;
4. At the request of the Insured, any person or firm for their liability arising out of the performance of a contract to provide labour only services to the Insured;
5. The officers and members of the Insured's security, rescue, first aid, fire and ambulance services in their respective capacities as such;
6. The officers, members, committee, voluntary helpers and guests of the Insured's sports and social organisations in their respective capacities as such; and
7. The personal representatives of the estate of any persons indemnified in 1-6 above in respect of liability incurred by such person.

The indemnity in 1-7 above is subject to all persons or parties observing, fulfilling, and being subject to the terms, conditions and exclusions of this Policy as though they were the Insured.

### Defence Costs

Underwriters will indemnify the Insured in respect of:

1. Any Defence Costs; and

2. Reasonable legal costs and legal expenses incurred with Underwriters' prior written consent for representation of the Insured at (i) any Coroner's Inquest or Fatal Accident Inquiry in respect of any death; or (ii) proceedings in any court of summary jurisdiction arising out of any alleged breach of statutory duty resulting in Injury, where such inquest, inquiry or proceedings have a direct relevance to any occurrence which forms or could form the subject of indemnity under this Policy.

## INDEMNITY LIMITS

Underwriters' liability to pay damages (including claimants' costs, fees and expenses) shall not exceed the sum stated in the Schedule against each Section in respect of:

### SECTION A (Public Liability)

Any one Occurrence or series of Occurrences arising from one originating source or cause. Defence Costs will be payable in addition to the Indemnity Limit unless an Endorsement to this Policy states otherwise.

### SECTION B (Pollution Liability)

Any one Occurrence or series of Occurrences arising from one originating source or cause, but the Indemnity Limit represents Underwriters' total liability in respect of all Occurrences during the Period of Insurance. Defence Costs will be payable in addition to the Indemnity Limit unless an Endorsement to this Policy states otherwise.

### SECTION C (UK Employers' Liability) and SECTION D (International Employers' Liability)

Any one Occurrence or series of Occurrences arising from one originating source or cause. Defence Costs will be included within the Indemnity Limit unless an Endorsement to this Policy states otherwise.

### SECTION E (Professional Indemnity)

Any one Claim and in total in respect of all Claims during the Period of Insurance. Defence Costs will be included within the Indemnity Limit unless an Endorsement to this Policy states otherwise.

Should liability arising from the same originating source or cause form the subject of indemnity under more than one Section of this Policy, each Section shall be subject to its own Indemnity Limit, provided always that the total amount of Underwriters' liability shall not exceed the greatest Indemnity Limit available under any one of the Sections.

## DEFINITIONS

### Business

Means the business activities of the Insured, specified in the Schedule, which shall include Professional Security Services.

In respect of Sections A to D only, the definition of Business will include:

1. Engagement of sub-contractors for performance of work on behalf of the Insured;
2. Organisation of, and participation in, exhibitions, trade fairs and conferences;
3. Acting as property owners, lessors, and lessees including repair, refurbishment and maintenance of such property;

4. Provision and management for the benefit of any Employee of catering, social, sports, welfare, medical facilities, fire, first aid, rescue and ambulance services;
5. Provision for the benefit of any Employee of child or baby care facilities;
6. Private work undertaken by any Employee of any director or partner or executive of the Insured;
7. Security organisations for the benefit of the Insured;
8. The organisation or sponsorship of charitable events or similar fundraising activities;
9. Sponsorship of events, organisations, entities and individuals;
10. Repair, maintenance and servicing of own mechanically-propelled vehicles;
11. Sale or disposal of own property and goods, including owned mechanically-propelled vehicles; and
12. Provision of gifts and promotional materials incidental to the Business.

### Claim

Means either:

1. Receipt by the Insured of any written or verbal notice of demand for compensation;
2. Any writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross claim, counterclaim or third party notice served on the Insured; or
3. Any notice of intention, whether oral or written, to commence legal proceedings against the Insured.

### Computer System

Means computer data processing equipment, media or part thereof, or system of data storage and retrieval, or communication system network protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device, or any computer software (including but not limited to application software, operating systems, runtime environments or compilers, firmware or microcode).

### Damage

Means direct physical loss of, or direct physical damage to, material property.

### Defence Costs

Means all reasonable legal costs and legal expenses incurred by the Insured or on behalf of any Insured with Underwriters' prior written and continuing consent in relation to the investigation, defence or settlement of any circumstance, Occurrence or Claim which forms or could form the subject of indemnity by this Policy.

Defence Costs shall not include the costs and expenses, salaries or remuneration of the Insured or for any Employees, or any other internal expenses, overheads, fees or benefit of the Insured.

### Employee

Means any person:

1. Under a contract of service or apprenticeship with the Insured;
2. Engaged by the Insured under a work experience, training, study or other similar scheme;
3. In respect of Section C (UK Employers' Liability) only, determined to be an employee of the Insured by a court situated in the United Kingdom,

Whilst employed by or engaged by the Insured and under the control of such Insured in connection with the Business.

### Endorsement

Means any amendment(s) to the wording attaching to and forming part of this Policy.

### Excess

Means the amount which the Insured agrees to pay before Underwriters shall be liable to make any payment under this Policy, such amount being inclusive of all Defence Costs. The full Indemnity Limit as

stated in the Schedule will apply over and above the Excess, subject otherwise and always to the Policy terms and conditions, exclusions, extensions, stated herein or Endorsements attaching hereto.

### **Injury**

Means any of the following:

1. Bodily injury, death, disease, and illness (including psychiatric illness);
2. False arrest, detention, false imprisonment, malicious prosecution, or humiliation;
3. Wrongful entry or wrongful eviction, or other invasion of the right to private occupancy;
4. Assault and battery not committed by or at the direction of the Insured, unless committed for the purpose of preventing or eliminating danger to person or property.

### **Insured**

Means the person or entity specified in the Schedule, and also the legal or personal representatives of the Insured in respect of legal liability incurred by the Insured.

### **Knock-for-Knock Agreement**

Means an agreement by the Insured to hold harmless, defend, indemnify, and waive all rights of recourse against another party in respect of Injury and/or Damage incurred by such party.

### **Occurrence**

One event or series of events attributable to an originating source or cause.

### **Offshore**

Means from the time of embarkation onshore onto a conveyance at the point of final departure to an offshore rig or platform, or support or accommodation vessel, until disembarkation onshore from such offshore rig or platform, or support or accommodation vessel.

### **Period of Insurance**

Period of Insurance means the Period of Insurance specified in the Schedule including any references to Standard Time.

### **Piracy**

Means any illegal act of violence or detention, or any act of depredation, committed by the crew or passengers of a ship, and directed against another ship, vessel or platform, or against persons or property on board such other ship, vessel or platform.

### **Policy**

Means:

1. all terms, conditions, exclusions, extensions and the Schedule comprising this document;
2. all other schedules, notices, appendices, subjectivity notices and other documents agreed by the Underwriters and the Insured attaching from time to time;
3. all Endorsements for incorporation in this document,

All of which shall be read together and constitute the contract of insurance between the Underwriters and the Insured.

### **Pollution**

Means discharge, dispersal, seepage, migration, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fumes, acids, alkalis, chemicals and waste into or upon land or any structure on land, the atmosphere or any ground water, surface water or coastal waters.

### **Pollution Incident**

Means a sudden, identifiable, unexpected and unintended Pollution that takes place in its entirety at a specific time and place during the Period of Insurance.

**Principal**

Means any party, other than a director or partner of the Insured, or any Employee, with whom the Insured has entered into a contract in the course of the Business, but only to the extent that the contract between the Principal and the Insured requires these additional parties to be indemnified in a like manner to the Insured.

**Product**

Means goods or products (after they have ceased to be in the Insured's possession or under the Insured's control) manufactured, constructed, altered, repaired, serviced, treated, sold, supplied, or distributed by the Insured, (including containers, labelling or instructions for use provided in connection therewith) and including any structure constructed, erected or installed or any contract works executed by the Insured or on the Insured's behalf, in the course of the Business.

**Professional Security Services**

Means physical guarding and/or physical protection services in relation to any ship, vessel or platform, and/or any person or property on board such ship, vessel or platform.

**Proposal**

Means any information provided by the Insured or the Insured's broker or agent on behalf of the Insured in connection with this insurance.

**Schedule**

The Schedule of insurance attaching to and forming part of this Policy together with any renewal Schedule.

**Terrorism**

Means an act or series of acts, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**United Kingdom**

Means Great Britain, Northern Ireland and for the purposes of this Policy, also including the Channel Islands and the Isle of Man.

**Underwriters**

Means Everest Syndicate 2786 at Lloyd's, managed by Asta Managing Agency Limited

**GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY**

The following General Exclusions apply to all Sections of the Policy unless stated otherwise.

This Policy does not cover liability:

1. Arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent Injury or Damage.
2. For and/or arising out of:

- a. Injury to any Employee, other than where and to the extent that cover is provided under Section C (UK Employers Liability) and/or Section D (International Employers Liability);
  - b. Any breach of contract of service or of any obligation owed by or any liability of the Insured as an employer or potential employer to any Employee or prospective Employee.
3. Arising solely due to a contract or agreement entered into by or on behalf of the Insured, except to the extent that:
- a. Such liability would have attached in the absence of such contract or agreement;
  - b. Such liability arises directly out of any Knock-for-Knock Agreement set out in clause 15(b) of the standard 'GUARDCON' – Contract for the Employment of Security Guards on Vessels.
4. Directly or indirectly occasioned by, happening through, or in consequence of:
- a. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. This Exclusion **shall not apply** to Section C (UK Employers Liability);
  - b. An act of Terrorism.

Also excluded is loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to a. or b. above.

If Underwriters allege by reason of this Exclusion that any loss, damage, cost or expense is not covered by this policy, the burden of proving the contrary shall be on the Insured.

This Exclusion shall in no way be interpreted to apply to liability arising out of or in connection with any act of Piracy, for which cover would otherwise be granted under this Policy.

In the event that any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5. Directly or indirectly caused by, or contributed to by, or arising from:
- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b. The radioactive toxic, explosive, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Provided always that in respect of Section C (UK Employers' Liability) and Section D (International Employers' Liability), this Exclusion only applies where such legal liability is (i) that of a Principal; and (ii) accepted under agreement and would not have attached in the absence of such agreement.

6. For the Excess as stated in the Schedule.
7. Which forms the subject of insurance by any other policy, and this Policy shall not be drawn into contribution with such other insurance.
8. For awards or damages of a punitive or exemplary nature, whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever.
9. Directly or indirectly caused by or contributed to, by or arising from asbestos in whatever form or quantity other than where and to the extent that cover is provided under Section C: Extension 1 (Asbestos).
10. For and/or arising out of Injury, Damage, Pollution, or other loss which the Insured intended, expected or could reasonably have expected, provided always that this Exclusion will not apply to Injury from the use of reasonable force by the Insured to protect any person and/or property in the provision of Professional Security Services.

If Underwriters allege by reason of this Exclusion that such liability or other loss is not covered by this Policy, the burden of proving otherwise will be on the Insured.

11. Arising out of or in connection with any Product or part thereof.
12. Arising out of or in connection with Pollution, other than where and to the extent that cover is provided under Section B (Pollution Liability).

Provided always that no cover shall be provided for any loss, Damage, fine, penalty or punitive damages incurred by any party arising from the United States Oil Pollution Act of 1990 and/or the United States Comprehensive Environmental Response Compensation Liability Act 1980 and/or the United States Federal Water Pollution Control Act and/or any other similar law, statute or other regulation of any national or regional government.

13. Arising out of or in connection with any advice, design, formulae, specification or professional service provided by the Insured for a fee, other than where and to the extent that cover is provided under Section E (Professional Indemnity).
14. For and arising out of the failure or inadequacy of Professional Security Services to perform their intended function, other than where such liability arises directly as a result of a negligent act, negligent error or negligent omission.
15. For payment of, or contribution towards, any ransom demand.

## GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

The following Conditions apply to all Sections of this Policy, unless stated otherwise. Conditions 1 to 5 are conditions precedent to Underwriters' liability to indemnify the Insured under this Policy.

### 1. Notification of Claims

The Insured, upon knowledge of any claim, or any circumstance or occurrence likely to give rise to a claim hereunder, shall give written advice as soon as reasonably practicable to Underwriters

and/or the Agent named for that purpose in the Schedule. In respect of Section E (Professional Indemnity) only, such notice must be given during the Period of Insurance.

The Insured must give the Underwriters such relevant information and evidence as may reasonably be required and co-operate fully in the investigation or adjustment of any claim. Every Claim, writ, summons or process, and all documents relating thereto, must be forwarded to Underwriters immediately upon receipt by the Insured.

In respect of Section E (Professional Indemnity) only, any Claim subsequently arising from circumstance notified to Underwriters shall be deemed to have been made during the Period of Insurance in which notice of such circumstance was first received by Underwriters.

## 2. **Conduct of Claims**

No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of Underwriters, who shall be entitled to take over and conduct, in the name of the Insured, the defence or settlement of any Claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise. Underwriters shall have full discretion in the conduct of any proceedings and in the investigation, defence and settlement of any Claim, and the Insured shall give all such information and assistance as Underwriters may reasonably require.

## 3. **Duty of Fair Representation and Misrepresentation**

The Insured must disclose to Underwriters all material circumstances which it knows, or ought to know. An Insured "ought to know" information that should reasonably have been revealed by a reasonable search of information available to it.

If the Insured deliberately or recklessly fails to disclose all material information, or conceals or misrepresents a material fact or circumstance relating to this Policy, then Underwriters may avoid the Policy and refuse to pay all claims. Underwriters may not be required to return the premium paid.

If the Insured does not act deliberately or recklessly, then Underwriters may be entitled to avoid the Policy, treat the Policy as having been entered into on different terms, increase the premium payable, or reduce proportionately any amount to be paid on a claim.

## 4. **Compliance with Policy terms**

The due observance of the terms, provisions, conditions, exclusions and Endorsements of this Policy by the Insured, insofar as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of Underwriters to make any payment under this Policy.

## 5. **Premium Adjustment**

Where the premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and after expiry of the Period of Insurance declare, as soon as possible, such details as Underwriters require. The premium shall then be adjusted and any difference paid by or allowed to the Insured, as the case may be, subject to any minimum premium that may apply.

#### 6. Other Insurance

This Policy shall be excess of any other insurance available to the Insured in respect of a loss covered hereunder except where such other Policy is written specifically as excess of this Policy. When this Policy is written specifically in excess of other Policy covering the peril insured hereunder, this Policy shall not apply until such time as the amount of the underlying Policy, (whether collectible or not), has been exhausted by loss and damage covered by this Policy in excess of the deductible with respect to each and every covered loss.

#### 7. Sum Insured

Underwriters' total liability for any loss or losses sustained by any one or more of the Insureds under this Policy will not exceed the Indemnity Limits shown in the Schedule. Underwriters shall have no liability in excess of the Indemnity Limits whether such amounts consist of insured losses sustained by all of the Insureds or any one or more of the Insureds.

#### 8. Payments

Underwriters may, at any time, make a payment to or on behalf of the Insured of either:

- a) The maximum Indemnity Limit in respect of any one Occurrence, Pollution Incident or Claim;
- b) The remaining amount of any Indemnity Limit, should any payments have already been made in respect of such Occurrence, Pollution Incident or Claim;
- c) The remaining amount of any Indemnity Limit, should any payments have already been made, where the Indemnity Limit is in the aggregate in any one Period of Insurance; or
- d) Any lesser amount for which, at the absolute discretion of underwriters, the claim arising out of such Occurrence, Pollution Incident or Claim can be settled.

In the event of a payment being made in accordance with the above, Underwriters will then have no further liability arising out of or in connection with such Occurrence, Pollution Incident or Claim.

Provided always that if Underwriters exercise any of the above options, and the amount required to dispose of any claim or series of claims exceeds any Indemnity Limit, and such excess amount is insured under another policy of insurance which also provides indemnity for Defence Costs payable in addition to the Indemnity Limit, then Underwriters, with their prior consent, will contribute to Defence Costs on the proportionate basis that each policy bears to the final sum payable in respect of such Occurrence, Pollution Incident or Claim.

#### 9. Termination

This Policy shall be terminated with immediate effect if, after the commencement of this insurance:

- a) The Insured's business is wound up or carried on by a liquidator, receiver or administrator, or permanently discontinued;
- b) The Insured's interest ceases, otherwise than by death; or
- c) Any alteration is made either in the insured's business or any other circumstances whereby any risk under this policy is increased, unless agreed by the underwriter in writing and subject to the payment of any additional premium the underwriter may require and / or any additional terms, provisions, conditions and Endorsements that the underwriter may impose or require.

#### 10. Cancellation by Underwriters

This Policy may be cancelled by Underwriters:

- a) Immediately (subject to the requirements of the Consumer Credit Act if applicable), if any instalment of premium is not received by any due date agreed in writing.

- b) In the event of non-payment of premium, by giving 10 (ten) days' written notice to the last known address of the Insured.
- c) For any other reason, by giving 30 (thirty) days' written notice to the last known address of the Insured, in which case the Insured shall be entitled to a proportionate return of premium corresponding to the unexpired portion of the Period of Insurance.

Any return of premium is subject to the following:

- i. The application of any Minimum Premium stated in the Schedule;
- ii. No claim having been made during the Period of Insurance; and
- iii. Written confirmation from the Insured that there are no known circumstances likely to give rise to a claim.

#### 11. Cancellation by the Insured

This Policy may be cancelled by the Insured by giving written notice (which may be by email), and such cancellation will take effect from the date of Underwriters' receipt of such notice, or from a specified date in the future requested in such notice and expressly agreed by Underwriters.

In the event of cancellation by the Insured, the return of premium will be calculated as follows:

|  |   |                       |
|--|---|-----------------------|
| Cancellation during the first three months | - | 65% return of premium |
| Cancellation after three to six months     | - | 40% return of premium |
| Cancellation after six to nine months      | - | 15% return of premium |
| Cancellation after nine to twelve months   | - | Nil return of premium |

Any return of premium is subject to the following:

- i. The application of any Minimum Premium stated in the Schedule;
- ii. No claim having been made during the Period of Insurance; and
- iii. Written confirmation from the Insured that there are no known circumstances likely to give rise to a claim.

#### 12. Mitigation of Loss

The Insured (or any of the Insured's agents, sub or co-contractors) must do (and concur in doing and permit to be done) everything reasonably practicable to avoid or diminish any loss insured under this Policy and to secure compensation for any such loss including action against other parties to enforce any rights and remedies or to obtain relief or indemnity.

#### 13. Subrogation

In the event of any payment under this Policy, the Underwriters shall be subrogated to the extent of such payment to all the Insured's rights of recovery in connection with the loss for which the payment was made. The Insured shall execute all documents required, shall cooperate with Underwriters and, upon the Underwriters' request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence, attaining the attendance of witnesses and in the conduct of lawsuits and shall do anything that may be necessary to secure such right. The Underwriters will act together with all other interests concerned (including the Insured) in the exercise of such rights of recovery. If any amount is recovered as a result of such proceedings, such amount shall be distributed in the following priorities:

- i. Any interest, (including the Insured's), exclusive of any deductible or self-insured retention, suffering a loss of the type covered by this Policy and in excess of the coverage under this Policy shall be reimbursed up to the amount of such loss (excluding the amount of the deductible);

- ii. Out of the balance remaining, the Underwriters shall be reimbursed to the extent of payment under this Policy;
- iii. The remaining balance, if any, shall inure to the benefit of the Insured, or any Underwriter providing Policy primary to this Policy, with respect to the amount of such primary Policy, deductible, self-insured retention, and/or loss of a type not covered by this Policy.

The expense of all proceedings necessary to the recovery of any such amount shall be apportioned between the interests concerned, including that of the Insured, in the ratio of their respective recoveries as finally settled. If there should be no recovery and proceedings are instituted solely on the initiative of Underwriters, the expense thereof shall be borne by the Underwriters.

Notwithstanding the above, Underwriters shall not exercise any such rights against any party named in any Knock-for-Knock Agreement set out in clause 15(b) of the standard 'GUARDCON' – Contract for the Employment of Security Guards on Vessels.

#### 14. False or Fraudulent Claims

If the Insured makes a fraudulent claim under this Policy, the Underwriters:

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

If the Underwriters exercise their right under clause c. above:

- a. Underwriters shall not be liable to the Insured in respect of losses occurring after the time of the fraudulent act; and
- b. Underwriters need not return any of the premiums paid.

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

#### 15. Sanctions

No Underwriter shall be deemed to provide cover and no Underwriter 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 Underwriter 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.

#### 16. Assignment

The Insured may not assign to any other person or organisation any right or cause of action against Underwriters under or in connection with this Policy.

#### 17. Several Liability

Underwriters' obligations under this Policy are several and not joint and are limited solely to their individual subscriptions. Underwriters are not responsible for the subscription of any co-subscribing Underwriter who for any reason does not satisfy all or part of its obligations.

**18. Material Changes**

The Insured shall notify the Underwriters of any change of circumstances which would materially affect this Policy.

**19. Confidentiality**

The Insured shall not disclose the terms, conditions, exclusions, or the Indemnity Limits of this Policy, or the amount of premium paid, to any third party, except to the extent that they are required by law to do so, or if Underwriters consent in writing to such disclosure.

**20. Third Parties**

This insurance does not confer any right on, or create any benefit for, any person who is not named as the Insured. No person or organization 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.

**21. Governing Law**

The construction, validity and performance of this Policy shall be governed by the Laws of England and Wales.

**22. Data Protection**

Underwriters and potentially other insurance market participants may need to collect and use relevant information about individuals in order to provide this insurance and to meet their legal obligations. This information may include details such as names, contact details, employment status, and any other information that Underwriters need to obtain in connection with this insurance. Any information provided to Underwriters regarding any individual person will be processed by Underwriters in accordance with the Underwriters' privacy notice(s) and applicable data protection laws, for the purpose of providing insurance and handling claims, if any.

To enable Underwriters to use individuals' details in accordance with applicable data protection laws, individuals connected with this insurance have been provided with certain information about how Underwriters will use their details in the form of a short form information notice, which Underwriters or their agents provided on the date that the individual first provided the relevant information.

Underwriters are committed to using only the personal information they need to provide this Insurance. Consequently, individuals should only provide information that Underwriters ask for from time to time.

## SECTION A: PUBLIC LIABILITY

This Section A operates on a 'losses occurring' basis. This means that cover will only be provided in respect of losses which first occur during the Period of Insurance.

### SECTION A: INDEMNITY

The Insured is indemnified by this Section in accordance with the Insuring Clause for and/or arising out of Injury and/or Damage occurring during the Period of Insurance but not against liability arising out of (i) Pollution; or (ii) or in connection with any Product.

### SECTION A: EXTENSIONS

This Policy is extended to cover the following losses, subject to the Policy terms and conditions, and subject to the Insured having paid any additional premium, if applicable.

The sub-limits stated on the Schedule form part of, and are **NOT** in addition to, existing Policy limits.

#### 1. DEFECTIVE PREMISES ACT:

The Insured is indemnified in accordance with the Insuring Clause in respect of liability for and/or arising out of Injury and/or Damage which the Insured as a previous owner may incur by virtue of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, in connection with any premises which have been disposed of by the Insured and which, prior to such disposal, were occupied by the Insured in connection with the Business.

Provided always that no cover will be provided for and/or arising out of:

- a) Any incident happening prior to such disposal; or
- b) The cost of repairing, replacing or reinstating any defect giving rise to such liability, or for the rectification of faulty workmanship.

### SECTION A: EXCLUSIONS

This Section does not insure against liability:

1. Arising out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Insured. This Exclusion shall not apply to any liability:
  - a) Caused by the use of any tool or plant forming part of, or attached to, or used in connection with, any motor vehicle or trailer;
  - b) Arising beyond the limits of any carriageway or thoroughfare and caused by the loading or unloading of any motor vehicle or trailer;
  - c) For Damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or the load thereon; or
  - d) Arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purposes of parking.

Notwithstanding the above, no indemnity is granted in respect of liability which is compulsorily insurable by legislation or for which the government or other authority has accepted responsibility.

2. Arising out of the ownership, possession or use, by or on behalf of the Insured, of any aircraft, watercraft or hovercraft (other than watercraft not exceeding five metres in length, and only then whilst on inland waterways).
3. For and/or arising out of Damage to property owned, leased or hired under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control, including:
  - a) Premises (or the contents thereof) temporarily occupied by the Insured for work therein (but no indemnity is granted for Damage to any part of the property on which the Insured is working and which arises out of such work);
  - b) Clothing and personal effects belonging to Employees and visitors of the Insured; and
  - c) Premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement.

## SECTION B: POLLUTION LIABILITY

This Section B operates on a 'losses occurring' basis. This means that cover will only be provided in respect of losses which first occur during the Period of Insurance.

### SECTION B: INDEMNITY

The Insured is indemnified by this Section in accordance with the Insuring Clause for and/or arising out of Injury and/or Damage occurring in its entirety during the Period of Insurance and arising out of a Pollution Incident, provided always that all Pollution which arises out of any one Pollution incident shall be deemed to have occurred at the time such incident takes place.

### SECTION B: EXCLUSIONS

This Section does not insure against liability:

1. Arising out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Insured. This Exclusion shall not apply to any liability:
  - a. Caused by the use of any tool or plant forming part of, or attached to, or used in connection with, any motor vehicle or trailer;
  - b. Arising beyond the limits of any carriageway or thoroughfare and caused by the loading or unloading of any motor vehicle or trailer;
  - c. For Damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or the load thereon; or
  - d. Arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purposes of parking.

Notwithstanding the above, no indemnity is granted in respect of liability which is compulsorily insurable by legislation or for which the government or other authority has accepted responsibility.

2. Arising out of the ownership, possession or use, by or on behalf of the Insured, of any aircraft, watercraft or hovercraft (other than watercraft not exceeding five metres in length, and only then whilst on inland waterways).
3. For and/or arising out of Damage to property owned, leased or hired under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control, including:
  - a. Premises (or the contents thereof) temporarily occupied by the Insured for work therein (but no indemnity is granted for Damage to any part of the property on which the Insured is working and which arises out of such work);
  - b. Clothing and personal effects belonging to Employees and visitors of the Insured; and
  - c. Premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement.
4. For and/or arising out of Damage to:
  - a. Premises presently or at any time previously owned or tenanted by the Insured; or

- b. Land or water within or below the boundaries of any land or premises presently or at any time previously owned or leased by the Insured or otherwise in the Insured's care, custody or control.

## SECTION C: UK EMPLOYERS LIABILITY

This Section C operates on a 'losses occurring' basis. This means that cover will only be provided in respect of losses which first occur during the Period of Insurance. This Section C shall only provide cover for Employees who are United Kingdom Nationals, and/or who are ordinarily resident in the United Kingdom.

### SECTION C: INDEMNITY

The Insured is indemnified by this Section in accordance with the Insuring Clause for Injury to any Employee arising out of, and in the course of, employment with the Insured, caused during the Period of Insurance, in connection with the Business in the United Kingdom.

The indemnity provided by this Section C shall not apply to any judgment, award or settlement made in any country or territory outside of the United Kingdom, or to any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part.

The premium for this Section C has been calculated accordingly, and no consideration has been paid in respect of sums otherwise payable under any other law, or the jurisdiction of any other courts, unless the Insured has requested that there shall be no such limitation, and has accepted the terms offered by Underwriters in granting such cover, which offer and acceptance must be signified by a specific Endorsement to this Policy.

### SECTION C: EXTENSIONS

If indicated on the Schedule, this Policy is extended to cover some or all of the following losses, subject to the Policy terms and conditions. If there are no applicable sub-limits stated on the Schedule for any of the following losses, then there is **NO COVER** provided by Underwriters in respect of that loss.

The sub-limits stated on the Schedule form part of, and are **NOT** in addition to, existing Policy limits.

#### 1. ASBESTOS:

Notwithstanding General Exclusion 9 of this Policy, the Insured is indemnified in accordance with the Insuring Clause for Injury to any Employee arising from exposure to asbestos, or any material containing asbestos in whatever form or quantity, up to the applicable Indemnity Limit stated in the Schedule, being either GBP5,000,000 (being the minimum cover required in accordance with the laws applicable to the compulsory insurance of liability to Employees in the United Kingdom), or any higher Indemnity Limit stated.

#### 2. TERRORISM:

The Insured is indemnified in accordance with the Insuring Clause for Injury to any Employee arising from Terrorism, up to the applicable Indemnity Limit stated in the Schedule, being either being either GBP5,000,000 (being the minimum cover required in accordance with the laws applicable to the compulsory insurance of liability to Employees in the United Kingdom), or any higher Indemnity Limit stated.

### 3. CORPORATE MANSLAUGHTER AND CORPORATE HOMICIDE ACT 2007 – LEGAL DEFENCE COSTS:

The Insured is indemnified in accordance with the Insuring Clause for all reasonable legal costs and legal expenses incurred solely for the conduct of the defence of the Insured resulting from a prosecution of an alleged offence under the Corporate Manslaughter and Corporate Homicide Act 2007 (including an appeal against conviction). Provided always that:

- (1) Notice of any prosecution under the Act is received during the Period of Insurance and the said offence alleges breach of a relevant duty of care in relation to the Business and where the circumstances of the alleged offence may be the subject of indemnity under this Policy;
- (2) No indemnity shall be payable for any fine or penalty; and
- (3) The maximum amount payable by Underwriters in respect of any one prosecution or all prosecutions during any one Period of Insurance, regardless of the number of Insureds entitled to indemnity in respect of such prosecution or prosecutions, will be the sum stated in the Schedule for such costs and expenses.

### 4. HEALTH AND SAFETY AT WORK – LEGAL DEFENCE COSTS:

The Insured is indemnified in accordance with the Insuring Clause for all reasonable legal costs and legal expenses incurred with Underwriters' prior consent, together with any costs and expenses awarded against either the Insured or any director or Employee of the Insured in connection with a prosecution (including an appeal against conviction resulting from a prosecution), as a result of an alleged offence under any legislation in the United Kingdom (including the Health and Safety at Work Act 1974 or the Health and Safety at Work (Northern Ireland) Order 1978; Consumer Protection Act 1987; Food Safety Act 1990, but not arising under the Corporate Manslaughter and Corporate Homicide Act 2007), giving rise to duties in relation to the Business, where the circumstances of the alleged offence may be the subject of indemnity under this Policy. Provided always that:

- (1) Notice of any prosecution is received during the Period of Insurance and the said offence alleges breach of a relevant duty of care in relation to the Business and where the circumstances of the alleged offence may be the subject of indemnity under this Policy;
- (2) No indemnity shall be provided:
  - a. For the payment of any fine or penalty;
  - b. Where the prosecution results from a deliberate mismanagement decision, act or omission of management.
- (3) The maximum amount payable by Underwriters in respect of any one prosecution, regardless of the number of Insureds entitled to indemnity in respect of such prosecution, will be the relevant sum stated in the Schedule.

## SECTION C: EXCLUSIONS

This Section does not insure against liability:

1. For which compulsory motor insurance or security is required under the Road Traffic Act 1988, as amended by the Motor Vehicles (Compulsory Insurance) Regulations 1992, and the Road Traffic (Northern Ireland) Order 1981, as amended by the Motor Vehicles (Compulsory Insurance) Regulations (Northern Ireland) 1993, or any other Compulsory Road Traffic legislation.

2. For and/or arising out of Injury to any person where indemnity is provided under Section D (International Employers Liability).

## SECTION D: INTERNATIONAL EMPLOYERS LIABILITY

This Section D operates on a 'losses occurring' basis. This means that cover will only be provided for Injury that is first caused during the Period of Insurance. This Section D provides cover for Employees who are not United Kingdom Nationals and who are not ordinarily resident in the United Kingdom

### SECTION D: INDEMNITY

The Insured is indemnified by this Section in accordance with the Insuring Clause for Injury to any Employee arising out of and in the course of employment with the Insured, caused during the Period of Insurance, in connection with the Business.

### SECTION D: EXCLUSIONS

This Section does not insure against liability:

1. For Injury to any Employee caused by, or contributed to, or arising from exposure to substances prior to the inception of this Policy.
2. For payment to any Employee arising out, in connection with, from or due to, employment for which cover is or would usually be provided under any worker's compensation scheme, social security scheme, or other similar insurance scheme.
3. For which compulsory motor insurance or security is required under any local relevant road traffic legislation.
4. For and arising out of Injury to any person where indemnity is provided under Section C (UK Employers Liability).
5. Arising from work performed Offshore unless advised to and agreed by Underwriters prior to departure Offshore.
6. Arising out of Injury to any person with United States National status.

## SECTION E: PROFESSIONAL INDEMNITY

This Section E operates on a 'claims made and notified' basis. This means that cover will only be provided for Claims made against the Insured and notified to Underwriters during the Period of Insurance.

### SECTION E: INDEMNITY

The Insured is indemnified by this Section in accordance with the Insuring Clause in respect of any Claim first made against the Insured and notified to Underwriters during the Period of Insurance arising out of (i) any negligent act, negligent error or negligent omission; (ii) libel, slander or defamation; (iii) infringement of any intellectual property right, including copyright, design right, registered design right, or trademark (but not any patent or trade secret), or (iv) breach of authority, in the conduct of the Business.

### SECTION E: EXCLUSIONS

This Policy does not insure against liability:

1. For and/or arising out of Injury or Damage, unless arising directly out of any advice, design plan, specification, formula or direction prepared by, or given by, the Insured for a fee, where no Professional Security Services are provided by the Insured in relation to such advice, design, plan, specification, formula or direction.
2. Directly or indirectly arising out of any joint venture or consortium of which the Insured is a member, unless otherwise agreed in writing by Underwriters.
3. Directly or indirectly arising out of any Claim:
  - a. Which has been, or ought to have been, notified under any other policy of insurance in force prior to the inception of this Policy;
  - b. Which is based upon, or in consequence of, any circumstance which could reasonably be foreseen to give rise to a Claim if written notice of such circumstance has been given, or ought to have been given, under any other policy of insurance;
  - c. Which is based upon, or in consequence of, any circumstance which could reasonably be foreseen to give rise to a Claim of which the Insured was actually aware, or ought reasonably to have been aware, prior to the inception date of this Policy.
4. Directly or indirectly arising out of any actual or alleged act, error, omission or event committed or occurring wholly in part prior to the Retroactive Date (if any) specified in the Schedule.
5. Directly or indirectly arising out of any actual or alleged infringement, use, or disclosure of any patent, or any use, disclosure, or misappropriation of any trade secret.
6. Directly or indirectly arising out of:
  - a. The insolvency or bankruptcy of the Insured;
  - b. Any trading losses or liabilities or debts incurred by any business managed or carried on by the Insured.

7. Directly or indirectly arising out of the ownership, possession, or use, by or on behalf of the Insured, of any land, building, aircraft, watercraft, vessel or mechanically prepared vehicle.
8. Directly or indirectly arising out of:
  - a. Any failure of any Computer System to correctly recognise any date or to process any data or to operate properly due to any failure to recognise any date;
  - b. Any computer virus, including any malicious or inappropriate email;
  - c. Any content published on the Insured's own website.
9. Directly or indirectly arising out of any Claim brought by or on behalf of:
  - a. Any Insured;
  - b. Any parent or subsidiary of the Insured;
  - c. Any person with a financial or controlling interest in the Insured;
  - d. Any entity in which the Insured, or any director, partner or member of the Insured, has a financial or controlling interest,

unless such Claim is brought against the Insured by an independent third party.
10. Directly or indirectly arising out of or in connection with any criminal, dishonest, or fraudulent act or omission.

## GENERAL CASUALTY – MARITIME SECURITY LIABILITY INSURANCE

### SCHEDULE

**Insured:** Seagull Maritime Limited  
64 "Excalibur"  
B Bontadini Street,  
Birkirkara BKR1737,  
Malta

**Policy Number:** BPE05000036

**Business:** Marine Security (Armed & Unarmed)

**Period of Insurance:**

**Effective Date:** 1<sup>st</sup> Jul 2025      **Expiry Date:** 30<sup>th</sup> June 2026 (both dates inclusive)

#### Indemnity Limits

| Section  | Covered/<br>Not Covered | Indemnity Limits   |
|--|-------------------------|--|
| Section A (Public Liability)                   | Covered                 | USD 5,000,000 any one Occurrence   |
| Section B (Pollution Liability)                | Covered                 | USD 5,000,000 any one Occurrence and in the aggregate in any one Period of Insurance |
| Section C (UK Employers Liability)             | Not Covered             |  |
| Section D (International Employers' Liability) | Covered                 | USD 5,000,000 any one Occurrence   |
| Section E (Professional Indemnity)             | Covered                 | USD 5,000,000 any one Claim and in the aggregate in any one Period of Insurance      |

**Retroactive Date** Applicable to Section F (Professional Indemnity): 1<sup>st</sup> June 2013

**Excess:**

|  |             |                                      |
|--|-------------|--------------------------------------|
| Section A (Public Liability)                   | Covered     | USD 10,000 each and every Occurrence |
| Section B (Pollution Liability)                | Covered     | USD 10,000 each and every Occurrence |
| Section C (UK Employers Liability)             | Not Covered |                                      |
| Section D (International Employers' Liability) | Covered     | USD 10,000 each and every Occurrence |
| Section E (Professional Indemnity)             | Covered     | USD 10,000 each and every Claim      |

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**Premium:** USD 18,000 plus USD 1,980 Stamp Duty

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**Endorsements:**

1. **Amended Definition**

**Underwriters** means

Lloyd's Insurance Company S.A. - a Belgian limited liability company (société anonyme / naamloze vennootschap) with its registered office at 14th Floor, Bastion Tower, Place du Champs de Mars 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

Website address: [www.lloyds.com/brussels](http://www.lloyds.com/brussels)

E-mail: [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com)

2. **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.

LMA5396  
17 April 2020

### 3. Cyber and Data Total 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** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
  - 1.2 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.
- 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 If the Underwriters allege that by reason of this endorsement that loss sustained by the Insured is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

#### Definitions

- 5 **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.
- 6 **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**.
- 7 **Cyber Incident** means:

- 7.1 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
- 7.2 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**.
8. **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**.

LMA5468  
4 November 2020

#### 4. General Exclusions Applicable to All Sections of the Policy Clauses 4 is amended to read:

- 4 Directly or indirectly occasioned by, happening through, or in consequence of:
- a. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- b. An act of Terrorism.

Also excluded is loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, or in any way relating to a. or b. above.

This Exclusion shall not apply to liability arising out of a negligent act, negligent error or negligent omission in the conduct of the Business under the Sections listed below and subject to the following Sub Indemnity Limits, which are included within and not in addition to the Indemnity Limits shown on the Schedule:

Section A: Public Liability  
USD 1,000,000 any one Occurrence

Section B: Pollution Liability  
USD 1,000,000 any one Occurrence

Section D: International Employers' Liability  
USD 1,000,000 any one Occurrence

Section E: Professional Indemnity  
USD 1,000,000 any one Claim

In addition, an overall aggregate Indemnity Limit of USD 1,000,000 in anyone Period of Insurance shall apply in respect of the above Sub Indemnity Limits. Any Claims under Section C, if cover is granted above, shall not be subject to such aggregate but will contribute to the erosion of the aggregate in relation to any Claims under the other Sections.

If Underwriters allege by reason of this Exclusion that any loss, damage, cost or expense is not covered by this policy, the burden of proving the contrary shall be on the Insured.

In the event that any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## 5. Premium Payment Clause

The Insured undertakes that premium will be paid in full to Underwriters within 60 days of inception of this policy (or, in respect of instalment premiums, when due).

If the premium due under this policy has not been so paid to Underwriters by the sixtieth day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) Underwriters shall have the right to cancel this policy by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to Underwriters on a pro rata basis for the period that Underwriters are on risk but the full policy premium shall be payable to Underwriters in the event of a loss or occurrence prior to the date of termination which gives rise to a valid claim under this policy.

It is agreed that Underwriters shall give not less than 15 days prior notice of cancellation to the Insured via the broker. If premium due is paid in full to Underwriters before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.

If any provision of this clause is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability will not affect the other provisions of this clause which will remain in full force and effect.

## 6. Replacement GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY Clause 22

### Data Protection Short Form Information Notice

#### Your personal information notice

##### *Who we are*

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

##### *The basics*

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

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

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

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime

prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

***Other people's details you provide to us***

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

***Want more details?***

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

***Contacting us and your rights***

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

Bellwood Prestbury Europe GmbH (UK Branch) Honeybourne Place, Jessop Avenue,  
Cheltenham, GL50 3SH  
info@bellwoodprestbury.de

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

## 7. Service Of Suit And Jurisdiction Clause

It is agreed that this Insurance shall be governed exclusively by the Law and practice of England and Wales and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in England or Wales.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to it care of

Everest Syndicate 2786  
40 Lime Street  
London  
EC3M 5BS

who in this instance, has authority to accept service on its behalf.

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

## 8. Replacement Text For Section "HOW TO MAKE A COMPLAINT"

Any complaint should be addressed to:

Service Manager  
Operations Team

Lloyd's Insurance Company S.A.  
Bastion Tower  
Marsveldplein 5  
1050 Brussels  
Belgium

Tel: +32 (0)2 227 39 40  
E-mail: [lloydsbrussels.complaints@lloyds.com](mailto:lloydsbrussels.complaints@lloyds.com)

Your complaint will be acknowledged, in writing, promptly.

A decision on your complaint will be provided to you, in writing, within 8 (eight) weeks of the complaint being received.

Should you remain dissatisfied with the final response or if you have not received a final response within 8 (eight) weeks of the complaint being received, or at any time after you have made the complaint to the party named above, you may be eligible to refer your complaint to the Office of the Arbiter for Financial Services. Their contact details are :

Office of the Arbiter for Financial Services  
1st Floor  
St Calcedonius Square  
Floriana FRN 1530  
Malta

Tel: 80072366 (from Malta)  
Tel: +356 212 49245 (from outside Malta)  
Email: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt)

These complaint handling arrangements are without prejudice to your rights in law.

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

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

All endorsements are subject otherwise to the terms exceptions and conditions of the Policy.

All other terms and conditions remain unchanged.