

POLICY SCHEDULE

Date of Issue: 13 September 2024

Policy Number: OSR00123793

Binding Authority Ref: B11791268023000

Item 1: The **Policyholder**
Name: Scott Shaw t/a Shaws Minibus Travel
Principle Address: 23 Gilside Road, Billingham, TS23 3JB

The Insurer

Underwritten by certain underwriters at Lloyd's Syndicate 1183, managed by Talbot Underwriting Limited

Item 2: **Period of Insurance**
From: 13 September 2024
To: 12 September 2025
Both days inclusive Local Standard Time at the Policyholder's Principal Address stated in Item 1. Above.

Item 3: **Limit of Liability:** GBP 100,000
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

Item 4: **Retention** each and every **Cyber Event:** GBP 250
Save that:
In respect of cover under Clause 2.2 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

Item 5: **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: 13 September 2024
Retention each and every **Funds Transfer Fraud Event** and / or each and every **Third Party Funds Theft Event:** GBP 250
Maximum aggregate sum the **Insurer** will pay in respect of any and all **Funds Transfer Fraud Event(s)** and / or **Third Party Fund Theft Event(s)** under the **Policy:** GBP 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 Schedule.

Item 6:	Premium: GBP 222.00 IPT: GBP 26.64 OSR Fee: GBP 30.00 Total: GBP 278.64
Item 7:	Notifications to be made to: Crawford and Company Emergency Telephone Number: 0800 279 4214
Item 8:	Retroactive Date: Unlimited
Item 9:	Incident Response Provider: Crawford and Company
Item 10:	Applicable Law: This agreement is governed by the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales
Item 11:	Seat of Arbitration: England & Wales
Item 12:	Territorial Limit: Worldwide

Signed by and on behalf of Optimum Speciality Risks:

A handwritten signature in black ink, appearing to read 'Y. High', enclosed within a circular stamp or seal.

Authorised Signatory

Optimum Speciality Risk acts as agent of the Insurer in performing its duties under the Binding Authority, including binding cover and collecting premiums.

Optimum Speciality Risk is a trading name of Independent Broking Solutions Limited and is authorised and regulated by the Financial Conduct Authority (FCA) under company number 312026 Registered Office & Mailing Address: Unit 2 Kildegaard Business Park, Easthorpe Road, Easthorpe, Colchester, Essex, CO5 9HE. Registered in England and Wales No: 616849.

Lloyd's is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered Office: One Lime Street, London, EC3M 7HA.

END0008 - RISK ACCEPTANCE ENDORSEMENT

Attaching to and forming part of Policy Number: OSR00123793

The information provided to Optimum Specialty Risks and any assumptions that have been made about your business is detailed below. It is important that the information is correct otherwise your claim may be refused, or policy cancelled.

Duty of Disclosure

Please note that under English law, a business insured has a duty to disclose to the insurer every material circumstance which it knows or ought to know after reasonable search, in order that a fair presentation of the risk is made to the insurer. It is important to remember that you have a duty to make a fair presentation of the risk to the insurer at the start of the policy, when there are any mid-term changes and at the renewal of the policy. A circumstance is material if it would influence an insurer's judgement in determining whether to take the risk and, if so on what terms. If you are in any doubt whether a circumstance is material we recommend that it should be disclosed. Failure to disclose a material circumstance may entitle the insurer to impose different terms on the cover or proportionately reduce the amount of any claim payable, in some circumstances the insurer will be entitled to avoid the policy from inception and in this event any claims under the policy would not be paid.

Risk Information and Assumptions

- | | |
|--|---------------------|
| 1. Trade | Passenger Transport |
| 2. Turnover | GBP 60,000 |
| 3. Percentage turnover generated from or offices located in USA/Canada | 0.00% |
| 4. The Insured does not have any financial nexus, financial agreements or contractual associations to Russia, Ukraine or Belarus. | |
| 5. The Insured currently operates and maintains commercially licensed, Anti-Virus software application across their entire network, including servers or endpoints and hardware or software Firewalls at all external gateways. | |
| 6. The Insured or their Cloud Service Provider does not back up data that is necessary to run their business at least every seven days and such backups are stored securely in an environment that is separate to the Insured's network and tested every 180 days for integrity. | |

To meet policy conditions the Insured agrees to back up data that is necessary to run their business at least every seven days and such backups are stored securely in an environment that is separate to the Insured's network and tested every 180 days for integrity. This will be in place within 30 days of the policy inception.

To assist the insured they will have Free access to 300GB of cloud backup storage from Avast. Follow the installation video at <https://www.avast.com/business/talbot-installation> to learn how to download and test critical data's integrity.

Please note the supported devices are as follows Windows PCs, Windows 7 SP1 or higher (32-bit, 64-bit), Windows 8/8.1, except RT & Starter edition (32-bit, 64-bit), Windows 10, except Mobile & IoT core edition (32-bit, 64-bit).

The Insured is not obligated to use the Avast solution to meet the policy condition.

7. The **Insured** installs critical patches within 30 days of release
8. The **Insured** is compliant with the Payment Card Industry (PCI) Data Security Standards, if applicable.
9. The **Insured** has not suffered any loss or has any claim been made against them or they are aware of any matter that is reasonably likely to give rise to any loss or claim in the last 12 months where they would seek an indemnity from our cyber insurance policy.

END0001 - PCI COVERAGE EXCLUSION

Attaching to and forming part of Policy Number: OSR00123793

It is hereby noted and agreed that cover for **PCI Fines and Assessment Costs** are excluded from the policy.

All other terms and conditions to remain unchanged.

END0007 - TERRITORY RESTRICTION ENDORSEMENT

Attaching to and forming part of Policy Number: OSR00123793

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 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 the time such natural person is located in a **Specified Area**;
- iii. part of a claim, action, suit or proceeding made, brought or maintained in a **Specified Area**;
- or
- 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 of any 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.

END0003 - Mandatory Endorsement

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Sanction Limitation and Exclusion Clause Endorsement

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

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.

Fraudulent claims – group insurance

- 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
16/03/16

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

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

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
- 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

All other terms and conditions remain unchanged.