

**THE UNDERWRITER**

**We** want **You** to know how **We** protect the confidentiality of **Your** non-public personal information. **We** want **You** to know how and why **We** use and disclose the information that **We** have about **You**. The following describes our policies and practices for securing the privacy of **Our** current and former customers.

**INFORMATION WE COLLECT**

The non-public personal information that **We** collect about **You** includes, but is not limited to:

- Information contained in applications or other forms that **You** submit to us, such as name, address, and social security number
- Information about **Your** transactions with **Our** affiliates or other third-parties, such as balances and payment history
- Information **We** receive from a consumer-reporting agency, such as credit-worthiness or credit history.

**INFORMATION WE DISCLOSE**

**We** disclose the information that **We** have when it is necessary to provide **Our** products and services. **We** may also disclose information when the law requires or permits **Us** to do so.

**CONFIDENTIALITY AND SECURITY**

Only **Our** employees and others who need the information to service **Your** account have access to **Your** personal information. **We** have measures in place to secure **Our** paper files and computer systems.

**RIGHT TO ACCESS OR CORRECT YOUR PERSONAL INFORMATION**

**You have a right to request access to or correction of Your personal information that is in Our possession.**

**CONTACTING US**

If **You** have any questions about this privacy notice or would like to learn more about how **We** protect **Your** privacy, please contact the agent or the **Insurance Broker** stated in the Schedule who handled this insurance. **We** can provide a more detailed statement of **Our** privacy practices upon request.

The **Insured** must disclose to the **Underwriter** every matter and circumstance that is material to the risk.

- a. A circumstance is material if it would influence the judgment of a prudent underwriter in determining whether to take the risk and, if so, on what terms.
- b. The **Insured** has a duty to disclose all material circumstances (i) it knows, or (ii) that would have reasonably been revealed by a reasonable search of the information available to the **Insured** by the **Insured's** senior management and/or those responsible for the **Insured's** insurance.
- c. Disclosure of material information to the **Underwriter** must be made in a clear and accessible manner.
- d. By accepting the risk under this **Policy** and in setting the terms and premium, the **Underwriter** has relied on the information given to them by the **Insured**.
- e. If the **Insured** becomes aware that material information provided to the **Underwriter** is inaccurate or has changed, then the **Insured** must inform the **Underwriter** as soon as practicable.
- f. If the **Insured** fails:
  - (i) to disclose every matter and circumstance that is material to the risk, or
  - (ii) to notify the **Underwriter** that information the **Insured** has provided is inaccurate, or
  - (iii) to notify the **Underwriter** of any changes to the information provided,then the insurance under this **Policy** may become invalid and/or the **Policy** may be voidable, with the consequence that the **Underwriter** may not be liable to indemnify the **Insured** and/or the **Underwriter's** liability to indemnify the **Insured** may be reduced.

## SECTION I    Insuring Agreements

---

In consideration of full and proper payment of Premium as described in the Schedule, and subject to the Insuring Agreements, Definitions, Exclusions and General Conditions of this **Policy**, the **Underwriter** agrees as follows:

### A.    Insuring Agreement

To indemnify the **Insured** named in the Schedule in respect of direct physical loss of or damage to the property or interest described in the Schedule, while located or contained at the location or territory stated in the Schedule, occurring during the **Policy Period** and caused by any of the Perils Insured stated in the Schedule, all as covered by and defined in the Overlying Policy/ies specified in the Schedule (hereinafter referred to as the "Policy/ies of the Overlying Insurers").

### B.    Limit of this Policy

This **Policy** shall pay the difference between the Deductibles of the Policy/ies of the Overlying Insurer(s) stated in the Schedule, and the **Insured's Retention**, subject always to the **Underwriter's** Maximum Amount Payable under this **Policy** not exceeding the amount stated in the Schedule.

In the event a percentage amount is stated in the Deductible(s) for the Perils Insured by this **Policy**, or within the **Insured's Retention**, the **Underwriter's** Maximum Amount Payable under this **Policy** is calculated using the statement of values declared to and agreed by the **Underwriter** at the Inception Date of this **Policy**, or as may be added by **Endorsement**.

For a loss to contribute to the Limit of this **Policy** and the **Insured's Retention**, such loss must be a loss that would be an admitted loss under the Policy/ies of the Overlying Insurers except for the Deductible provisions contained in such Policy/ies of the Overlying Insurers.

However, this **Policy** shall not cover any loss adjustment expenses incurred in preparing or certifying details of a claim for indemnity under this **Policy**. Nothing contained in the foregoing shall be construed however to deny the **Underwriter** the right to appoint, or agree to share in the appointment of, any Loss Adjuster in the investigation of any loss under this **Policy**.

## SECTION II Definitions

---

Whenever certain words are shown in bold type in this **Policy**, such terms are defined as follows, unless stated otherwise:

- A. **Communicable Disease** means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 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
  - 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. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.
- B. **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.
- C. **Cyber Act** means an unauthorized, malicious or criminal act or series of related unauthorized, 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**.
- D. **Cyber Incident** means:
  - 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
  - 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**.
- E. **Cyber Loss** means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **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**.
- F. **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**.
- G. **Endorsement** means a change in the terms and conditions of the insurance provided by this **Policy**, agreed by the **Insured** and the **Underwriters**.
- H. **Insured** means the entity insured by this **Policy** and stated in the Schedule as the **Insured**.

- I. **Insurance Broker** means the person or firm who acts on behalf of the **Insured** with regard the insurance afforded by this **Policy**, and named for that purpose in the Schedule.
- J. **Policy** means the policy document comprising the Schedule, Notice - Our Privacy Policy Statement, Notice - Disclosure and Material Changes, its Insuring Agreements, Definitions, Exclusions, General Conditions, Complaints and Other Enquiries, and the Time Element Coverage Extension, and any **Endorsement** applicable thereto, issued by the **Underwriter** to the **Insured** for the **Policy Period**.
- K. **Policy Period** means the date and time when the insurance under this **Policy** starts and ends, as shown in the Schedule, unless this **Policy** is cancelled in accordance with the provisions of General Condition C (Cancellation) of Section IV of this **Policy**.
- L. **Retention** means the amount which the **Insured** shall retain and not be insured by this **Policy**, and stated as **Insured's Retention** in the Schedule.
- M. **Terrorism** means an act, including but not limited to the actual or threatened use of force or violence, of any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government, 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.
- N. **Underwriter** means AEGIS Syndicate 1225 at Lloyd's.
- O. **Us / We / Our** means AEGIS Syndicate 1225 at Lloyd's.
- P. **You / Your** means the person or company stated in the Schedule as the **Insured**.

## SECTION III Exclusions

---

This **Policy** incorporates by this reference, and is in all respects subject to, each of the Exclusions contained in the Policy/ies of the Overlying Insurers, and as may be added by **Endorsement** to this **Policy**.

Should any part of this **Policy** conflict with the Policy/ies of the Overlying Insurers, the terms of this **Policy** shall take precedent.

A. This **Policy** does not apply to, and the **Underwriter** is not liable to make any payment for, any claims directly or indirectly arising from or related to the following, regardless of any other contributing or aggravating cause or event that contributed concurrently or in any sequence to such claims:

1. **Chemical or Biological Materials**

any chemical, biological, bio-chemical materials, whether weaponized or not, or any electromagnetic weapon;

2. **Communicable Disease**

the transmission or alleged transmission of a **Communicable Disease**, or the fear or threat (whether actual or perceived) of a **Communicable Disease**.

In no event will this **Policy** insure against any liability, loss, cost or expense to identify, clean-up, detoxify, remove, monitor, or test for, a **Communicable Disease**;

3. **Cyber Loss**

any **Cyber Loss**;

4. **Data**

loss of use, reduction in functionality, repair, replacement, restoration or reproduction, loss or theft of any **Data**, including any amount pertaining to the value of such **Data**;

5. **Pre-Existing Damage**

loss or damage to property or interest insured in this **Policy** where such property or interest has pre-existing damage, at the Inception Date of this **Policy**, and is considered by the **Underwriter** to be exposed to conditions which would not have been exposed had the previous loss not occurred;

6. **Radioactive Contamination**

nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused;

7. **War, Warlike Acts, Political Perils, Terrorism**

- a. war, invasion or warlike operations (whether war be declared or not), act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, coup d'état, military or usurped power or martial law;
- b. confiscation, expropriation, nationalization, seizure, requisition, detention, legal occupation, embargo, quarantine, or any result of any order of public or government authority, which deprives the **Insured** or a claimant of the use or value of its property;
- c. deliberate destruction or damage to property by or by order of any public or governmental authority;
- d. illegal occupation, acts involving contraband, illegal transportation, or illegal trade;

- e. riot, strike, protest, lockout, civil commotion, civil disturbance, vandalism or malicious mischief;
- f. any act of **Terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism**.

B. This **Policy** does not apply to, and the **Underwriter** is not liable to make any payment for, the following types of loss or damage, whether caused or contributed to, in whole or in part, directly or indirectly, by loss or damage otherwise insured under this **Policy**:

1. **Sanctions**

the payment of any benefit under this **Policy**, to the extent that such payment would expose the **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;

## SECTION IV General Conditions

The following General Conditions apply to this **Policy** unless specifically amended by **Endorsement**.

The **Insured** must comply with these General Conditions. If the **Insured** fails to do so, the **Underwriter** is not obliged to provide an indemnity under this **Policy**.

### A. Additional Named Insureds, Mortgagees and Loss Payees

This **Policy** includes the interest of additional Named Insureds, Mortgagees and Loss Payees as covered by and contained in the Policy/ies of the Overlying Insurers.

### B. Application of Recoveries

All salvages, recoveries and payments recovered or received subsequent to a loss settlement under this **Policy** shall be applied as if recovered or received prior to the said settlement and all necessary adjustments shall be made by the parties hereto.

### C. Cancellation

1. The **Insured** may cancel this **Policy** at any time by mailing or delivering to the **Underwriter** written notice of cancellation;
2. The **Underwriter** may cancel this **Policy**
  - a. at the date set forth in the Premium Payment Condition stated in the Schedule if the **Underwriter** cancels for non-payment of premium; or
  - b. by mailing or delivering to the **Insured**, or by mailing or delivering to the **Insurance Broker**, by registered, certified, or other first class mail, written notice of cancellation at least sixty (60) days before the effective date of cancellation if the **Underwriter** cancels for any other reason. The mailing of such notice shall be sufficient proof of notice and this **Policy** shall terminate at the date and hour specified in such notice.
3. The **Underwriter** will mail or deliver their notice to the **Insured's** address stated in the Schedule;
4. If the notice period for any cancellation of the **Policy** by the **Underwriter** is prohibited or made void by any law controlling the construction thereof, such notice period shall be deemed to be amended so as to be equal to the minimum period permitted by such law.
5. In the event of cancellation as described above, premium is due to the **Underwriter** on a pro rata basis for the period that the **Underwriter** is on risk, subject always to the amount stated in the Schedule as Minimum Earned Premium being deemed fully earned at the Inception Date, but the full premium for this **Policy** shall be payable to the **Underwriter** in the event that loss or damage gives rise to a valid claim for indemnity under this **Policy** (subject to all the terms and conditions of this **Policy**) prior to the date of cancellation.
6. Notice of cancellation given by or to the **Insured** shall constitute notice by and to all **Insureds** under the **Policy**;
7. If, during the **Policy Period**, there has been either a claim on the **Policy** or the **Underwriter** has been notified of an Occurrence that they deem likely to result in a claim, no refund of premium shall be provided.



#### D. Choice of Law

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained in this **Policy**, or concerning the validity of this **Policy**, is understood and agreed by both the **Insured** and the **Underwriter** to be subject to the law of the territory, Country or State stated in the Schedule.

#### E. Currency and Payment of Premium

The Limit of this **Policy**, Deductible, premiums and other amounts as expressed in this **Policy** are in United States currency. Payment of premium shall be made by the **Insured** by the Due Date stated in the Schedule to the **Underwriter**. If the **Insured** fails to pay the premium due to the **Underwriter** by such Due Date, the **Underwriter** may issue notice of cancellation to the **Insured** in accordance with the provisions of General Condition C (Cancellation). The **Insured** will be the payee for any return premium payable by the **Underwriter**.

Where any premium is outstanding at the time of settlement of a loss relating to the property or interest insured in this **Policy**, the **Underwriter** may deduct it from the amount payable.

#### F. False or Fraudulent Claim

If the **Insured**, or anyone acting on their behalf, makes a claim for an indemnity under this **Policy** knowing it to be false or fraudulent in amount or in any other respect, or use any fraudulent means in support of any such claim, the **Underwriter** will not be liable to pay the claim and may recover from the **Insured** any sums paid in respect of the claim. The **Underwriter** may also, by notice to the **Insured**, treat the **Policy** as having been cancelled with effect from the time of the fraudulent act.

#### G. Invalidity or Unenforceability

In the event that any provision of this **Policy** is found by a court of competent jurisdiction to be invalid or unenforceable, the other provisions of this **Policy** and the remainder of the provision in question shall not be affected thereby and shall remain in full force and effect.

#### H. Jurisdiction

As set forth in General Condition L (Service of Suit).

#### I. Maintenance of Overlying Insurance

In respect of the Perils Insured as stated in the Schedule, this **Policy** is subject to the same terms, definitions and conditions (except as regards the premium, the amount and limits of liability, any Deductible provision, and the renewal agreement, if any, and except as otherwise provided elsewhere in this **Policy**) as are contained in or as may be added to the Policy/ies of the Overlying Insurers prior to the happening of an Occurrence for which a claim for indemnity is made under this **Policy**.

It is a condition of this **Policy** that the Policy/ies of the Overlying Insurers shall be maintained in full effect during the currency of this **Policy**.

#### J. Notification of Claims

The **Insured** shall, upon knowledge of any Occurrence which may give rise to a claim for indemnity under this **Policy**, give immediate written advice thereof to the **Underwriter** through the person or firm named for that purpose in the Schedule.

Such notice shall contain all information available to the **Insured** at the time pertaining to such claim or Occurrence.

#### K. Policy Modification

The **Insured** and the **Underwriter** may request changes to this **Policy**. This **Policy** can be changed only by **Endorsement** issued by the **Underwriter** and made a part of this **Policy**.

Notice to any agent or to the **Insurance Broker**, or knowledge possessed by any agent or the **Insurance Broker**, or by any other person shall not be held to effect a waiver or change in any part of this **Policy**.

#### L. Service of Suit

It is agreed that in the event of the failure of the **Underwriter** to pay any amount claimed to be due under this **Policy**, the **Underwriter**, at the request of the **Insured**, will submit to the jurisdiction of a Court of competent jurisdiction within the United States. Nothing in this clause constitutes or should be understood to constitute a waiver of **Underwriter's** right to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or of any State in the United States.

It is further agreed that service of process in such suit may be made upon the person or firm stated for such purpose in the Schedule, and that in any suit instituted against any one of them upon this **Policy**, the **Underwriter** will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The person or firm stated in the Schedule are authorized and directed to accept service of process on behalf of the **Underwriter** in any such suit and/or upon the request of the **Insured** to give a written undertaking to the **Insured** that they will enter a general appearance upon the **Underwriter's** behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the **Underwriter** hereby designates the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **Insured** or any beneficiary under this **Policy** arising out of this **Policy**, and hereby designate the person or firm stated in the Schedule as the person to whom the said officer is authorized to mail such process or a true copy thereof.

#### M. Third Party Rights

A person who is not a party to this **Policy** shall not have any rights to enforce any term of this **Policy**. This does not affect any other rights or remedy of a third party who is not an **Insured** which exist, or which may exist.

#### N. Valuation

The valuation of this **Policy** is Replacement Cost, as defined in the Policy/ies of the Overlying Insurers, except as may be provided in the Policy/ies of the Overlying Insurers.

## SECTION V Complaints and Other Enquiries

---

**Our** aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** have any questions or concerns about **Your** insurance, **You** should contact the **Insurance Broker**.

If **You** remain unsatisfied or wish to make a complaint concerning this **Policy**, **You** may contact **Us** at:

The Compliance Officer  
AEGIS Syndicate 1225 at Lloyd's care of AEGIS Managing Agency Limited  
25 Fenchurch Avenue,  
London EC3M 5AD  
United Kingdom.

Email: [complaints@aegislondon.co.uk](mailto:complaints@aegislondon.co.uk)

Telephone: + 44(0)20 7856 7856

Website: [www.aegislink.com/portal/london/index.do](http://www.aegislink.com/portal/london/index.do)

Please quote the policy number and/or claim number as appropriate in any correspondence.

In the alternative, or if **You** are dissatisfied with the resolution of **Your** enquiry or **Your** complaint, **You** can do so at any time by referring the matter to the Complaints team at Lloyd's. The contact details are:

Lloyd's Complaints Department  
c/o Lloyd's America Inc.  
280 Park Avenue, East Tower, 25<sup>th</sup> Floor,  
New York,  
New York 10017  
U.S.A.  
Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Telephone: 1-844-849-7828

Making a complaint does not affect **Your** right to take legal action.

The provisions of this Complaints and Other Enquiries section may be changed by an **Endorsement** issued by **Us** and made a part of this **Policy**, or by an attachment of a separate Notice to this **Policy**.

## SECTION VI Time Element Coverage Extension

---

This Extension is only applicable if marked as "Included" on the Schedule.

This **Policy** extends to cover Time Element coverages (as insured under the Policy/ies of the Overlying Insurers) consequent upon the loss or damage to the property or interest described in the Schedule.

The Limit of this **Policy** and the **Insured's Retention** as stated in the Schedule are inclusive of damage to Property and Time Element coverages.