

Commercial Crime Protection Insurance

Policy Summary

CRIME INSURANCE

Policy Summary

This policy is an annually renewable Commercial Crime Protection insurance underwritten by Intact Insurance UK Limited. The information below provides a summary of the cover provided. For full terms and conditions of the cover, please refer to the policy document a copy of which is available on request.

The policy provides protection for companies against theft, fraud and dishonesty committed by employees and third parties.

The following tables provide a summary of the main policy features and benefits and any significant exclusions and limitations.

Other Important Information

The Other Important Information section of this Policy Summary explains the following:

- Claims
- Law applicable to the Policy
- Financial or Trade Sanctions
- Complaints
- Compensation
- Renewal and cancellation

Table 1 Standard Features and Benefits

Features and Benefits	Significant Exclusions or Limitations
General: • “Losses discovered” basis of cover, meaning that the policy covers loss first discovered during the policy period regardless of when the loss occurred. • “Any one loss” basis of cover meaning that the limit provided is for each single crime and not all crimes together. • No warranted minimum standards of control or systems of check and supervision. • No requirement for the perpetrator to be prosecuted. • Insured organisations are the policyholder its subsidiaries, associated companies, limited liability partnerships and benefit plans. • Full automatic cover for acquired and created entities; if over a certain size, notice is required. • A 90 day automatic discovery period is provided and there is a further optional discovery period available. • Employees of a company to whom the Insured outsources are regarded as being employees of the Insured for the purposes of cover. Main Coverage: • “All risks” provides cover for theft by employees and third parties, whether there is collusion or not. There is no distinction between the different types of fraud that third parties may commit. Extensions: • Client cover - The Insured’s liability for a client’s loss caused by the Insured’s employees is fully covered. We also cover theft from the client by a third party when the Insured has custody and control of the client’s money, securities, property or funds. • Commercial disruption - If a crime stops the Insured from carrying on its business we will pay for the costs of temporary premises or temporary additional staff. This is sub-limited to £250,000.	Exclusions: • Losses arising from the loss or use of confidential information are excluded (there is a carve-back when the information is otherwise used to perpetrate a covered crime). • Consequential loss of any kind is excluded. • Losses sustained by one Insured to the benefit of another Insured are excluded. • Losses sustained after knowledge of a crime has been gained by the Insured are excluded as are losses caused by employees with a previous history of fraud (there is a carve-back for fraud up to £15,000). • Losses caused by major shareholder holding more than 15% of the company are excluded (there is a carve-back for that amount of loss in excess of the value of their shareholding). • Losses caused by authorised or unauthorised trading in securities and commodities and the like are excluded (there is a carve-back for the improper personal gain resulting from a crime committed by the employee). • Losses resulting from war and terrorism are excluded. • Losses resulting from nuclear incidents or material are excluded. • Profit and loss and inventory calculations shall not constitute proof of loss but if loss is independently proved such calculations can be used to support the quantum of loss. • Kidnap ransom and extortion are excluded (there is a carve-back where an employee or their relative is detained to enable theft from the business premises)

Table 1 Standard Features and Benefits (continued)

Features and Benefits	Significant Exclusions or Limitations
• Contractual penalties - The Insured may be contractually penalised if a crime interferes with their performance under a contract, we will pay for such penalties. This is sub-limited to £250,000. • Court compensation costs - When the Insured's employees are required to attend court or a conference with a barrister or solicitor as the result of a covered crime, we will compensate the policyholder for their time. This is sub-limited to £25,000. • Destruction or damage - We will cover the cost of replacing destroyed or damaged money and securities belonging to the Insured due to criminal acts. • Expenses - The financial loss the Insured will suffer as the result of a crime will not be the only cost incurred. They will need to prove the amount of loss and may have suffered data damage or damage to safes and vaults, lost interest payments or incurred legal defence costs. We provide an additional limit at no extra cost. This is sub-limited to £250,000 which is in addition to the limit. • Identity fraud - If the Insured's identity is stolen or altered we will pay the costs of rectifying the situation including defending the Insured against allegations on the grounds of such identity theft. This is sub-limited to £250,000 or 10% of the limit whichever is the less. • Malicious data damage - As well as covering the costs of reconstituting data as the result of a crime, we also provide cover where there is no intent to steal but rather to maliciously alter, delete or corrupt data. In addition we don't restrict data to that held solely in computer systems. This is sub-limited to £250,000 or 10% of the limit whichever is the less. • Mitigation costs - If the Insured can reduce or eliminate the loss that may result from a crime we will pick up the costs they incur in doing so. This is sub-limited to £250,000.	

Table 1 Standard Features and Benefits (continued)

Features and Benefits	Significant Exclusions or Limitations
• Public relations consultancy fees - A company can suffer adverse publicity following a crime, we will pay for the costs of expert advice to minimise its impact. This is sub-limited to £25,000. • Public utilities fraud - As with telecommunications fraud, we cover unauthorised charges even though no money, securities, property or funds have been stolen from the Insured thereby removing any ambiguity as to cover. This is sub-limited to £250,000 or 10% of the limit whichever is the less. • Telecommunications fraud - When charges are racked up fraudulently by unauthorised users some crime policies may not respond. We remove the ambiguity and provide a sub-limit for such eventualities. This is sub-limited to £250,000 or 10% of the limit whichever is the less.	

Table 2 Policy Conditions

General Conditions	Claims Conditions
• Acquisition or sale of the policyholder or other Insureds is dealt with detailing when cover applies in various situations. • Alteration and assignment are only effective if the policy is endorsed by an authorised person. • There are arbitration provisions available. • Cancellation is permitted by the Insured or the Insurer and the alternatives are set out in the condition. • There is a condition concerning the storage of data and the use of software and hardware in general. • Discovery period conditions are set out, there is an automatic 90 day period and a further optional period. • Crimes with a common nexus are considered connected crimes triggering one limit. • A consumer credit termination condition allows for the termination of the policy on default under the agreement. • Dispute resolution will be in the exclusive jurisdiction of the courts in England and Wales. • Financial or trade sanctions can lead to the cancellation of the policy or certain parts of cover by either the Insured or Insurer. • Cover in the case of insolvency of the policyholder or other Insureds is dealt with in this condition. • The limit of liability is stated to be non cumulative and sub-limits (apart for expenses) shall erode the limit. • The policyholder will act for all Insureds as far as certain aspects of performance under the policy are concerned and the Insureds are insured jointly not severally for their respective interests. • The retention under the policy is stated to apply to all Insureds apart from benefit plans and in all circumstances apart from claims for “public relations consultancy fees” and “court compensation costs”. • Territorial application is stated to be worldwide.	• In order for claims to be accepted the Insured must give written notice of a crime as soon as reasonably possible but in no event later than 60 days after discovery. Failure to comply will result in the claim being rejected. • There shall be no rights created under the policy by virtue of the Contracts (rights of third parties) Act 1999. • The Insured must give the Insurer all reasonable cooperation and information it may require to establish its liability. • The Insured must mitigate their loss but this condition is waived where a government authority legitimately prevents the Insured from doing so. • Other insurance will be taken into account in settling a claim where there is dual insurance in place. • The Insured must furnish a proof of loss to the Insurer within 6 months of discovery of the crime. • Recoveries will be distributed to the Insured in accordance with the formula set out in this condition. • The Insurer reserves the right to be subrogated to all the Insured’s rights of recovery and action in respect of a covered loss. • The amount paid by the Insurer for loss shall be in accordance with the formulae set out in the valuation condition.

OTHER IMPORTANT INFORMATION

Claims

Should you wish to make a claim under your policy please call our claims helpline on 01403 232 308 as soon as possible. You must give us any information or help that we may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without our written permission. Full details of how to claim are included in the policy wording.

Law applicable to the policy

Both you and we may choose the law which applies to this contract. However, unless you and we agree otherwise, the law which applies is the law applicable in the part of the United Kingdom, Channel Islands or the Isle of Man in which you are based. Full details will be provided in your policy documentation.

Financial or Trade Sanctions

Intact Insurance UK Limited is unable to provide insurance in circumstances where to do so would be in breach of any financial or trade sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in your policy documentation.

Complaints

If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. If you have cause for complaint you should initially contact the person who arranged the policy for you or the manager of Intact Insurance at the address shown on your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve your concerns, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

If they cannot resolve the matter to your satisfaction, they will provide you with our final response, upon which you may be eligible to refer your case to the Financial Ombudsman Service. This does not affect your right to take legal action.

Intact Insurance

Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

Financial Ombudsman Service

Exchange Tower
London
E14 9SR

Compensation

Intact Insurance UK Limited is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if we cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Renewal and cancellation

Shortly before each policy anniversary, we will tell you the premium and terms and conditions that will apply for the following year or we may request that you complete a renewal declaration form. If you wish to change or cancel the cover you must tell us before the renewal date.

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by you.

Renewal will not be invited unless a satisfactory declaration is received by us when requested prior to expiry of the Period of Insurance. Failure to submit a renewal declaration form prior to expiry of the Period of Insurance will cause the Policy to be lapsed from the expiry date.

If you pay by direct debit and we do not request a renewal declaration form, we will renew the policy and continue to collect payments unless you tell us, before the renewal date, that you wish to cancel the policy. If you pay by any other method, you must submit a further payment if you wish to renew the policy.

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