



AIG

Excess

Professional Liability



Bring on tomorrow



Excess Professional Liability Policy Schedule

Policy Number	0034581903	
Policy form	AIGPROFEXCESS- 0716	
Underlying Policy Number	KL779047	
Policyholder	Consillion (UK) Limited	
Address	Unit 510 Eskdale Road Winnersh Triangle Wokingham Berkshire RG41 5TU	
Policy Period	From:	01/09/2022
	To:	31/08/2023
	Both days inclusive	
Limit of Liability	GBP 5,000,000	
Underlying Limit(s) of Liability	GBP 5,000,000	
Professional services	<i>As Per Underlying Policy</i>	
Retroactive date	24/05/2012	
Premium excluding applicable taxes	GBP 10,000.00	
Name of Insurer	American International Group UK Limited	
Insurer Address	The AIG Building, 58 Fenchurch Street, London, EC3M 4AB	
Policy Endorsements		
1.	Sanctions Endorsement – AIGPROFEND0085	
2.	USA-Canada Absolute Intellectual Property Rights Exclusions – AIGPROFEND078	
3.	Consumer Protection Endorsement	
4.	Cyber Exclusion	
5.	USA/Canada Jurisdiction Endorsement (Aggregate/ Cost Inclusive) - AIGPROFEND080	



6.	Aggregate/ Costs Inclusive Endorsement - AIGPROFEND009
7.	Absolute Bodily Injury/ Property Damage Exclusion -AIGPROFEND002
8.	Indirect Economic or Consequential Loss Exclusion AIGPROFEND037
9.	Workmanship/ Manufacturing Liability Exclusion
10.	Territory Restriction Endorsement

American International Group UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FRN number 781109). American International Group UK Limited is registered in England: company number 10737370. Registered address: The AIG Building, 58 Fenchurch Street, London, EC3M 4AB.

EXCESS PROFESSIONAL LIABILITY

To indemnify the Insured for claims which may be made against the Insured during the Policy Period up to this Policy's amount of liability (as hereinafter specified) the excess of the Underlying Policy/ies limits (as hereinafter specified) the latter amount being the subject of Indemnity Policy/ies (as hereinafter specified) or any Policy/ies issued in substitution or renewal thereof for the same amount effected by the Insured and hereinafter referred to as "the Underlying Policy/ies".

This Policy's Limit of Liability GBP £ 5,000,000

Underlying Policy/ies limits GBP £ 5,000,000

Underlying Policy/ies Number/s KL779047





Insurance Cover

1. Liability to pay under this Policy shall not attach unless and until the Underwriters of the Underlying Policy/ies shall have paid or have admitted liability or have been held liable to pay, the full amount of their indemnity.
2. It is a condition of this Policy that the Underlying Policy/ies shall be maintained in full effect during the currency of this Policy.
3. In the event of a claim arising to which the Underwriters hereon may be liable to contribute, no costs shall be incurred on their behalf without their consent being first obtained (such consent not to be unreasonably withheld) and if they do so consent they shall contribute to the said costs in the proportion that their share of the claim, as finally settled, bears to the total sum paid to dispose of the claim. No settlement of a claim shall be effected by the Assured for such a sum as will involve this Policy without the consent of the Underwriters hereon.
4. Any claim(s) made against the Assured or the discovery by the Assured of any loss(es), or any circumstances of which the Assured becomes aware during the subsistence hereof which are likely to give rise to such a claim or loss, shall, if it appears likely that such claim(s) or loss(es) may exceed the indemnity available under the Policy/ies of the Primary and Underlying Excess Insurers, be notified immediately by the Assured in writing to the Underwriters hereon.
5. All recoveries or payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters provided always that nothing in this Policy shall be construed to mean that loss settlements under this Policy are not payable until the Assureds' ultimate net loss has been finally ascertained.
6. Except as otherwise provided herein this Policy is subject to the same terms, exclusions, conditions and definitions as the Policy of the Primary Insurers. No amendment to the Policy of the Primary Insurers during the period of this Policy in respect of which the Primary Insurers require an additional premium or a deductible shall be effective in extending the scope of this Policy until agreed in writing by the Underwriters.
7. If any Assured shall make a fraudulent claim under this policy, the *Insurer*:
 - a) is not liable to pay any part of the claim;
 - b) may recover from the Assured any sums already paid to it or on behalf of the Assured in respect of the claim
 - c) may, by notice to the Assured, treat this policy as having been terminated as against that Assured with effect from the date of the fraudulent act, in which case the Insurer is not liable to that Assured for any relevant event occurring after that date and is entitled to receive and retain the full premium.
8. The Insurer and the Assured agree that all of the provisions of the Insurance Act 2015 shall apply from the inception Date of this policy.

Prior to the Inception Date, the Assured must make a fair presentation of the risk to be insured under this policy.



A fair presentation of the risk is one:

- (a) (i) which discloses every material circumstance that the Information Holders know or ought to know; or
- (ii) failing that which gives the Assured sufficient information to put a prudent Assured on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.

For the purposes of this clause the Information Holders ought to know what should reasonably have been revealed by a reasonable search of information available to the *Insured*, including information held by the *Insured's* agents or by those for whom cover is provided by this policy; and an Information Holder or is deemed to know any circumstance which he suspected, and would have known but for deliberately refraining from confirming or enquiring about it;

- (b) which makes that disclosure in a manner which would be reasonably clear and accessible to a prudent insurer; and
- (c) in which every material representation:
 - (i) as to a matter of fact, is substantially correct;
 - (ii) as to a matter of expectation or belief, is made in good faith.

For the purposes of this clause the "Information Holders" consist of those who participate on behalf of the *Insured* in the process of procuring the *Insured's* insurance together with:

- (i) (if the Assured is an individual) the Assured;
- (ii) (in all other cases) the individuals who play significant roles in the making of decisions about how the Assured's activities are to be managed or supervised.

If the Assured breaches its duty of fair presentation of risk and, but for the breach, the Insurer:-

- (i) would not have entered into the policy; or
- (ii) would have done so only on different terms,

the Insurer will have remedies as against the Assured as follows:

- (a) The Insurer may avoid the policy and refuse all claims if:
 - (i) the breach is deliberate or reckless, in which event the Insurer may retain the premium paid; or
 - (ii) but for the breach the Insurer would not have entered into the policy on any terms, in which event the Insurer shall return the premium.
- (b) If the breach is negligent or innocent:
 - (i) where the Insurer would have charged more premium, any amounts payable by the Insurer will be scaled down to the ratio that the premium actually charged (the "Actual Premium") bears to the premium that he would have charged to assume that risk (the "Reference Premium"); and in addition



(ii)

where the Insurer would have written the risk on different terms (other than in relation to premium) the policy is to be treated as if it had been entered into on those terms

Privacy Policy

American International Group UK Limited Privacy Policy is available at <https://www.aig.co.uk/privacy-policy> or by requesting a copy from: Data Protection Officer American International Group UK Limited, The AIG Building, 58 Fenchurch Street, London EC3M 4AB, UK or by email dataprotectionofficer.uk@aig.com

Before providing us with Personal Information about another individual you must (unless we agree otherwise): (a) inform the individual about the content of this notice and our Privacy Policy; and (b) obtain their permission (where possible) to share their Personal Information with us in accordance with the Privacy Policy.



Excess Professional Liability

Endorsements/Extensions

In consideration of the payment of the *Premium*, or agreement to pay the additional *Premium*, the *Insurer* and the *Policyholder* agree that the following **Endorsement/Extensions** shall apply to this Policy.

Sanctions Endorsement – AIGPROFEND0085

The *Insurer* shall not be deemed to provide cover and the *Insurer* shall not 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 the *Insurer*, its parent company or its ultimate controlling entity 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.

All other terms, conditions and exclusions remain unchanged.

USA/Canada Absolute Intellectual Property Rights Exclusion -AIGPROFEND078

This policy shall not cover *Loss* in connection with any *Claim* alleging, arising out of, based upon or attributable to *Infringement*.

This Exclusion will only apply to *Claims* made or actions instituted: -

- a. within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada.
- b. to enforce a judgment obtained in any Court of the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada.

All other terms conditions and exclusions remain unchanged.

Consumer Protection Law Exclusion

It is hereby understood and agreed that the **Insurer** shall not be liable to make any payment under this policy in connection with any **Claim(s)** made against any **Insured(s)** alleging, arising out of, based upon or attributable to antitrust, unfair competition, restraint of trade, unfair or deceptive



business practices, including, without limitation, violations of any local, state or federal consumer protection laws.

All other terms conditions and exclusions remain unchanged

Privacy Event and Security Failure Exclusion
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This Endorsement attaches to and forms part of the **Policy**.

It is agreed that:

1. The Exclusions section is amended by adding the following:

Privacy Events and Security Failures

arising out of, based upon or attributable to any actual or alleged **Privacy Event** or **Security Failure**.

2. The Definitions section is amended by adding the following:

Breach of Confidential Information

means the unauthorised disclosure or transmission of **Confidential Information**.

Company

means the **Policyholder** or any **Subsidiary** (including any predecessor business).

Computer System

means:

- (i) any computer hardware, software or any components thereof that are linked together through a network of two or more devices accessible through the internet or an intranet or that are connected through data storage or other peripheral devices which are owned, operated, controlled or leased by a **Company**;
- (ii) any of the foregoing computer hardware, software or components thereof which is part of an industrial control system, including a supervisory control and data acquisition (SCADA) system;
- (iii) any employee "Bring Your Own Device" used to access any of the foregoing computer hardware, software or components thereof or **Data** contained therein; and
- (iv) any cloud service or other hosted computer resources, used by a **Company** and operated by a **Third Party** service provider under a written contract between such service provider and a **Company**.



Confidential Information

means **Corporate Information** and **Personal Information** in a **Company's** or **Information Holder's** care, custody or control or for which a **Company** is legally responsible.

Corporate Information

means a **Third Party's** items of information that are not available to the public (including trade secrets, data, designs, forecasts, formulas, practices, processes, records, reports and documents) which are subject to contractual or legal protection.

Data

means any electronically stored digital or digitised information or media. **Data** is not tangible property.

Data Protection Legislation

means the Data Protection Act 1998 (UK), the Data Protection Act 2018 (UK), and the General Data Protection Regulation (Regulation (EU) 2016/679) and any subsequent legislation that alters, repeals or replaces such legislation and all other equivalent laws and regulations relating to the regulation and enforcement of data protection and data privacy in any country.

Data Regulator

means a regulator established pursuant to **Data Protection Legislation** in any jurisdiction and which is authorised to enforce statutory obligations in relation to the collecting, storing, processing or control of **Confidential Information**.

Data Regulator includes any other government agency or authorised data protection authority who makes a demand on the *Insured* in relation to **Data Protection Legislation**.

Data Subject

means any natural person whose **Personal Information** has been either collected, stored, or processed by or on behalf of a **Company**.

Information Holder

means **Third Party** that:

- (i) a **Company** has provided **Personal Information** or **Corporate Information** to; or



- (ii) has received **Personal Information** or **Corporate Information** on behalf of a **Company**.

Personal Information

means any information relating to an identified or identifiable natural person. **Personal Information** includes a natural person's name, online identifier, telephone number, credit card or debit card number, account and other banking information, medical information, or any other information about a natural person protected under **Data Protection Legislation**.

Privacy Event

means:

- (i) a **Breach of Confidential Information** by an **Insured** or an **Information Holder**;
or
- (ii) a failure by a **Company** to notify a **Data Subject** or any **Data Regulator** of an unauthorised disclosure or transmission of **Personal Information** for which the **Company** is responsible in accordance with the requirements of any **Data Protection Legislation**.

Security Failure

means:

- (i) any intrusion of, unauthorised access (including an unauthorised person using authorised credentials) to, or unauthorised use of (including by a person with authorised access) a **Computer System**, including that which results in or fails to mitigate any:
 - (a) denial of service attack or denial of access; or,
 - (b) receipt or transmission of a malicious code, malicious software or virus;
- (ii) the loss of **Data** arising from the physical theft or loss of hardware controlled by an **Insured**; or
- (iii) the unauthorised reprogramming or corruption of software (including firmware) which renders a **Computer System** or any component thereof non-functional or useless for its intended purpose.

All other Terms, Conditions and Exclusions of this Policy remain unchanged.



USA/Canada Jurisdiction Endorsement (Aggregate/ Cost Inclusive) - AIGPROFEND080

This Endorsement attaches to and forms part of the **Policy**.

The **USA/ Canada Jurisdiction Exclusion** is deleted and replaced by the following:

U.S.A./Canada

The *Insurer* will pay on behalf of any *Insured* all *Damages* resulting from any *Claim* made or pending within; or to enforce a judgment obtained in, the United States of America, Canada, or any of their territories or possessions.

For the purposes of this endorsement:

The *Limit of Liability* (Limit and Retention) General Provision is deleted from the policy and replaced with the following:

Limit of Liability

The total amount payable by the *Insurer* under this endorsement for all *Claims* during the *Policy Period* shall not exceed the *Limit of Liability*. Sub-limits of liability, Extensions and Defence Costs are part of that amount and are not payable in addition to the *Limit of Liability*. The inclusion of more than one *Insured* under this policy does not operate to increase the total amount payable by the *Insurer* under this policy. The Lost Documents Extension Sub-limit of Liability shall be part of and not in addition to the *Limit of Liability*.

The limit of liability of this policy is the total sum payable by American International Group UK Limited. Any sum paid by by American International Group UK Limited under this policy shall erode the limit of liability of this policy. In no circumstances shall the liability of by American International Group UK Limited exceed the limit of liability specified in the policy schedule.

The following item is added to the Schedule:

Limit of Liability (all *Claims* in the aggregate, including *Defence Costs*)

The ***Retention*** paragraph in the section of the policy entitled “**Limit and Retention**” is deleted and replaced with the following:

Retention

The *Insurer* shall only pay for the amount of any *Loss* which is in excess of the *Retention*. For the avoidance of doubt, the *Retention* also applies to *Defence Costs*. The *Retention* is to be borne by the *Insured* and shall remain uninsured. A single *Retention* shall apply to *Loss* arising from all *Claims* alleging the same *Wrongful Act*. The *Insurer* may, in its sole and absolute discretion, advance all or part of the *Retention*, and, in that event, such amounts shall be reimbursed to the *Insurer* by the *Insureds* forthwith. The Lost Documents Extension excess rather than the *Retention* specified in the schedule shall apply to each and every *Claim* solely covered by that Extension.

The following Exclusion is added to the policy:

USA/ Canada

- a) Seepage pollution or contamination of any kind
- b) Any actual or alleged violation of any responsibilities, obligations or duties imposed by the Employee Retirement Income Security Act of 1974 or any amendment thereof
- c) Any actual or alleged violation of any provision of the Securities Act of 1933 the Securities Exchange Act of 1934 or any similar federal or state law or any common law relating thereto
- d) Any actual or alleged violation of the Racketeer Influenced and Corrupt Organisation Act 18 USC Section 1961 et seq and any amendments thereto or any Rules or Regulations promulgated there under.



- e) Punitive and exemplary damages.
- f) alleging, arising out of, based upon or attributable to antitrust, unfair competition, restraint of trade, unfair or deceptive business practices, including, without limitation, violations of any local, state or federal consumer protection laws.

All other terms conditions and exclusions remain unchanged.

Aggregate/ Costs Inclusive Endorsement - AIGPROFEND009

This Endorsement attaches to and forms part of the **Policy**.

The **Limit of Liability** stated in the Schedule is deleted from the **policy** and replaced with the following;

Limit of Liability (all ***Claims*** in the aggregate, including ***Defence Costs***)

The ***Limit of Liability*** (**Limit and Retention**) provision is deleted from the policy and replaced with the following:

Limit of Liability

The total amount payable by the ***Insurer*** under this policy for in the aggregate during the ***Policy Period*** shall not exceed the ***Limit of Liability***. Sub-limits of liability, Extensions and ***Defence Costs*** are part of that amount and are not payable in addition to the ***Limit of Liability***. The inclusion of more than one ***Insured*** under this policy does not operate to increase the total amount payable by the ***Insurer*** under this policy.

The **limit of liability** of this policy is the total sum payable American International Group UK Limited. Any sum paid by American International Group UK Limited under this policy shall erode the **limit of liability** of this policy. In no circumstances shall the liability of AIG Europe Limited exceed the **limit of liability** specified in the policy schedule.

All other Terms, Conditions and Exclusions of this Policy remain unchanged.



Absolute Bodily Injury/ Property Damage Exclusion -AIGPROFEND002

This Endorsement attaches to and forms part of the **Policy**.

Absolute Bodily Injury/ Property Damage Exclusion - AIGPROFEND002

The ***Bodily Injury/Property Damage*** Exclusion is deleted from the **policy** and replaced with the following:-

This **policy** shall not cover **Loss** in connection with any **Claim** arising out of, based upon or attributable to any actual or alleged ***Bodily Injury or Property Damage***.

All other Terms, Conditions and Exclusions of this Policy remain unchanged.

Indirect Economic or Consequential Loss Exclusion

This Endorsement attaches to and forms part of the **Policy**.

The following Exclusion is added to the policy:

Indirect, Economic or Consequential Loss

This policy shall not cover **Loss** in connection with any **Claim** arising out of, based upon or attributable to indirect, economic or consequential losses solely where the **Insured** has failed to exclude such losses by contract to the extent legally permissible.

All other Terms, Conditions and Exclusions of this Policy remain unchanged.

Workmanship/ Manufacturing Liability Exclusion

This Endorsement attaches to and forms part of the **Policy**.

The following Exclusion is added to the policy;

Workmanship/Manufacturing Liability Exclusion

arising out of, based upon or attributable to any;

- i) defective workmanship by, or on behalf of the Insured, and/or
- ii) defective materials, workmanship or production techniques used in the actual manufacture of any product.

All other Terms, Conditions and Exclusions of this Policy remain unchanged.



TERRITORY RESTRICTION ENDORSEMENT

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.



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