

POLICY FORM: BPL MISC CVL 05/18 POLICY NUMBER: PIP08002151-2401

The INSURED: S J Gartside t/as S J Gartside Property Management Services

Principal Address
of the INSURED: 10 Guildford Way
Great Carleton
Poulton-le-Fylde
Lancashire
FY6 7UD
UK

PROFESSIONAL BUSINESS: Property Management Services

PERIOD OF INSURANCE: From: 08/05/2024 Both dates inclusive
To: 07/05/2025

LIMIT OF INDEMNITY: £250,000 Any One Claim
Defence Costs In Addition

EXCESS: £1,000 Each & Every Claim , Not Applicable to Defence Costs

TERRITORIAL LIMITS: Worldwide excluding USA/Canada

JURISDICTION LIMITS: Worldwide excluding USA/Canada

RETROACTIVE DATE: 08/05/2008

ENDORSEMENTS: B001 - Absolute Fire Safety Exclusion
PI156 - Coronavirus Exclusion
PI161 - Cyber Exclusion (IUA04_017)

PREMIUM: £700.00

INSURANCE PREMIUM TAX: £84.00

TRANSACTION FEE £65.00

TOTAL PREMIUM PAYABLE: £849.00

DATE OF PROPOSAL FORM: 08/04/2024 This contract is based on the proposal form the dates of which are listed here and supporting documentation (if any) accompanying the proposal form.

NOTICE OF CLAIMS OR
CIRCUMSTANCES TO BE
GIVEN TO:

SIS Claims Limited, c/o Richard
Bedford
150 Minorities
London
EC3N 1LS
United Kingdom


Email:
richard.bedford@sis-claims.com

Tel:
+44 (0)207 347 5300

Tel (Out of Hours):

In witness whereof this Schedule has been signed on behalf of certain Insurers:-

Date: 24/04/2024

By 
Stephen Moore
(Authorised Signatory)

Schedule of Insurers

Burns & Wilcox Limited is an approved coverholder for the Insurers below, underwriting under Binding Authority No: B1776BI202760P

- 50.00 % - Everest Insurance (Ireland) DAC, incorporated in Ireland under Registration No. 456702 at address: 38/39 Fitzwilliam Square West, Dublin 2, D02 NX53, and authorised and regulated by the Central Bank of Ireland.
- 50.00 % - Carbon Syndicate 4747 at Lloyd's is managed by Asta Managing Agency Ltd which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No.1918744. Registered Office: 5th Floor, 20 Gracechurch Street, London EC3V 0BG.

Your personal data may be processed and held by us in our capacity as data controllers in order for us to write and administer your policy and to assist in the claims handling process in accordance with applicable data protection laws. To read our data privacy policy in full, for more information about your data protection rights, and for links to the above Insurers' own privacy policies please visit our website at: <https://www.burnsandwilcox.co.uk/privacy-policy-cookies/>

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ENDORSEMENTS

B001 - Absolute Fire Safety Exclusion

This Policy provides no cover for any direct or indirect losses arising from any liability or alleged liability based on any cause of action or other proceeding of any kind, in any way connected, directly or indirectly, with the fire safety, fire performance, or combustibility profile, status or characteristics, of materials, products or systems of any kind whatsoever used for cladding, glazing and/or insulating of any building structure or internal fire-stopping, fire-resistant or fire-retardant barriers, or doors.

Subject otherwise to policy terms, conditions, limitations and exclusions.

PI156 - Coronavirus Exclusion

Regardless of any language contained within the attached Certificate/Policy, We will not be liable to make any payment in respect of any Claim(s) or circumstance(s) or loss(es) or other matter(s) insured under the Certificate/Policy arising out of, related to, connected to, or in any way involving, directly or indirectly:

- a. Coronavirus disease (COVID-19);
- b. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- c. any mutation or variation of COVID-19 or SARS-CoV-2;
- d. any fear or threat (whether actual or perceived) of a), b) or c) above;
- e. any action taken to control, prevent, suppress, mitigate or in any way relating to any actual or suspected outbreak of any of a), b) or c).

It is further agreed that We shall not be liable to make any payment in respect of Claim(s) or circumstance(s) or loss(es) or other matter(s) insured under the Certificate/Policy that arises as a result of, or is connected in any way, directly or indirectly, with any consequential loss or financial impairment suffered by the Insured or any third party as a result of any of a), b), c), d) or e) above.

If We maintain that this exclusion applies, then the burden of proving that it does not shall be on You.

All other terms and conditions remain unchanged.

PI161 - Cyber Exclusion (IUA04_017)

PROFESSIONAL INDEMNITY CYBER AND DATA PROTECTION LAW ENDORSEMENT

- 1) This endorsement takes priority over any other provision in this contract.
- 2) Save as expressly provided in this endorsement, or by other restrictions in this contract specifically relating to the use of, or inability to use, a **Computer System**, no cover otherwise provided under this contract shall be restricted solely due to the use of, or inability to use, a **Computer System**.
- 3) This contract excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly caused by, directly resulting from or directly arising out of:

a) a **Cyber Act**; or

b) any partial or total unavailability or failure of any **Computer System**;

provided the **Computer System** is owned or controlled by the insured or any other party acting on behalf of the insured in either case; or

c) the receipt or transmission of malware, malicious code or similar by the insured or any other party acting on behalf of the insured.

4) This contract excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount directly or indirectly caused by, directly or indirectly resulting from or directly or indirectly arising out of any failure or interruption of service provided:

a) to the insured or any other party acting on behalf of the insured by an internet service provider, telecommunications provider or cloud provider but not including the hosting of hardware and software owned by the insured;

b) by any utility provider, but only where such failure or interruption of service impacts a **Computer System** owned or controlled by the insured or any other party acting on behalf of the insured.

5) This contract excludes any loss, damage, liability, claim, costs, expense, fines, penalties, mitigation costs or any other amount for actual or alleged breach of **Data Protection Law** by the insured or any other party acting on behalf of the insured.

6) Any cover for costs of reconstituting or recovering lost, inaccessible or damaged documents owned or controlled by the insured or any other party acting on behalf of the insured in this contract shall not apply to **Data**.

For the purposes of this endorsement the following definitions apply:

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.

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.

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.

Data Protection Law means any applicable data protection and privacy legislation or regulations in any country, province, state, territory or jurisdiction which govern the use, confidentiality, integrity, security and protection of personal data or any guidance or codes of practice relating to personal data issued by any data protection regulator or authority from time to time (all as amended, updated or re-enacted from time to time).

IUA 04-01727.11.2020