

This Insurance contains some particularly important conditions which You must satisfy or You could lose some or all of Your cover. Because these are particularly important, We want to draw Your attention to them and We will highlight them in bold and capital letters within the Policy.

Schedule

Underwriters: Beazley Syndicates 623/2623 at Lloyd’s unless otherwise stated

Policy Number: BUK/221412

Policy Form Reference: mbuk v1.0

Item 1. Named Entity: Berkeley Guardians Ltd

Address: 1 Berkeley Square, Bristol, Somerset BS8 1HL. United Kingdom

Item 2. Policy Period

From: 13 Jan 2020

To: 12 Jan 2021

Both days Inclusive Local Standard Time at the address of the named entity stated in the Schedule.

Item 3. Premium

Coverages	Professional Indemnity, Public & Products Liability
PI Limit	£100,000
Total Premium including Tax	£224.00
Tax	£24.00

Item 4. Professional Services

student guardianship.

Item 5. General Endorsements applicable to the Policy:

Website Recovery Services
Senior Executive Replacement

Professional Indemnity

(Claims Made and Reported Coverage)

1. Overall Limit of Liability: £100,000 each Claim, Claims Expenses in addition

But sublimited to:

- Regulatory Defence and Penalties £10,000 in the aggregate
- PCI Fines and Costs £10,000 in the aggregate
- Forensic Defence Costs £100,000 in the aggregate
- Loss of Documents £100,000 in the aggregate
- Your Losses due to Dishonest Employees £100,000 in the aggregate

The above sublimits of liability are part of, and not in addition to, the overall Limit of Liability.

2. Excess: £500 each Claim includes Claims Expenses

- Loss of Documents £500 each Loss
- Your Losses due to dishonesty of employees £500 each Loss

3. Retroactive Date: 13 Jan 2020

4. Territorial Limits: Worldwide including USA and Canada

5. Jurisdictional Limits: Worldwide excluding USA and Canada

6. Notification of Claims under this Cover:

Attn: Lloyd's Syndicate AFB 623/2623
 PE ROW Claims Managers
 Plantation Place South
 60 Great Tower Street
 London EC3R 5AD

Telephone number: 0207 667 0667, Select Option 1

Email address: pi.claims@beazley.com

QR Reader:



7. Endorsements applicable to this Cover:

None

Public and Product Liability

(Occurrence Basis Coverage)

1. Overall Limit of Liability:	£1,000,000	each Claim including Claims Expenses
But sublimited to:		
a) Products Liability sublimit	£1,000,000	aggregate including Claims Expenses
b) Pollution Liability sublimit	£1,000,000	aggregate including Claims Expenses
a. Pollution defence costs	£100,000	aggregate

The above sublimits of liability are part of, and not in addition to, the overall Limit of Liability.

2. Excess:	£250	each Claim including Claims Expenses in respect of property damage
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3. Territorial Limits: EU

4. Jurisdictional Limits: EU

5. Notification of Claims under this Cover:

Attn: Lloyd's Syndicate AFB 623/2623

Telephone number: 0207 667 0667, Press 5

Email address: pl.claims@beazley.com

QR Reader:



6. Endorsements applicable to this Cover:

None

Website Recovery Service Endorsement

This endorsement modifies the attached Policy and shall be read as if incorporated within it:

BUK/221412

It is understood and agreed that the following service is added to the Policy:

Dos Technical Support Service

Set out below, are the arrangements that **We** have made for **Your** benefit with **DOSarrest Internet Security, Ltd** to provide the **DOS Technical Support Service** to remedy a slow down or failure of **Your** websites and computer system, caused by a **Denial of Service Attack**.

The **DOS Technical Supports Service** paid for by **Us** and provided by **DOSarrest Internet Security, Ltd** will only be available for **You** to take up, if **Your** professional indemnity policy is in force with **Us**.

A. Definitions for this section

- A.1 DOS Technical Support Service ("The Service")** means the service provided by **DOSarrest Internet Security, LTD** and which consists in setting up a traffic filtering service, developing filtering rules, and hosting the filtering to re-establish **Your** normal flow through **Your** internet ports 443 and 80 following a **Denial of Service Attack**; ensuring **Your** business traffic is passed on seamlessly and without delay and, if requested and authorised in writing in advance by **Us**, continuing to offer hosted filtering services following the attack.
- A.2 DOSarrest Internet Security, LTD** means the company which specialises in providing denial of service protection services and with which **You** enter into a Service Level Agreement for the provision of the **DOS Technical Support Service**. More information on the company can be found at <http://www.dosarrest.com/>

B. What we do

We will pay, on **Your** behalf, to **DOSarrest Internet Security, LTD** the cost of the **DOS Technical Support Service** following a **Denial of Service Attack** which occurred and is notified during the **Policy Period**, subject to the terms, conditions, and limits stated below and without the application of any Policy excess.

C. Specific conditions to the service

C.1 How the DOS Technical Support Service is triggered

The Service is only available to **You** during the **Policy Period**, in circumstances where, during the **Policy Period**, **You**:

- public facing website (through port 80, associated with HTTP traffic); or
- secure public facing website (through port 443, associated with HTTPS traffic)

cannot respond to legitimate traffic, or responds so slowly as to be rendered essentially unavailable caused by a **Denial of Service Attack** occurring during the **Policy Period**.

C.2 What you must do

There are three steps that describe in a simple manner what **You** must do and how to get you back up and running again:

- a. **STEP 1** Notify a **Denial of Service Attack**.
- b. **STEP 2** Obtain a new IP address
- c. **STEP 3** Contact **DOSarrest Internet Security, Ltd**

a. STEP 1 - Notification of a Denial of Service Attack

You must notify **Us** as soon as possible and during the **Policy Period** of any **Denial of Service attack** which occurs during the **Policy Period**.

b. STEP 2 - Obtain a new IP address

Once you have notified the **Denial of Service Attack** as per the step above, **You** must obtain a new "clean" IP address (because the old one is being inundated), which **You** will need to give to **DOSarrest Internet Security, Ltd** ¹.

Notes: How do you obtain a new "clean" IP address?

- i. If **You** host **Your** own web server²
 - contact **Your** internet service provider to request another IP address and
 - install the IP address for the A record to the new IP address.

OR

- ii. If someone else hosts **Your** web server
 - contact the hoster to request a new IP address and ask them to install it.

c. STEP 3 - Contact DOSarrest Internet Security, Ltd and enter into a Service Level Agreement

Contact **DOSarrest Internet Security, Ltd** by completing a few details on the form located at the following web address: <http://www.dosarrest.com/ddos-emergency-contact> and they will quickly call **You** back.

In order for **DOSarrest Internet Security, Ltd** to respond quickly, please remember to specify:

- i. **Your** policy number; and
- ii. The date **Your** policy inceptioned,

You will be then required to enter into a SLA with **DOSarrest Internet Security, Ltd** for the provision of the **DOS Technical Support Service**.

DOSarrest Internet Security, Ltd will give **You** a DOSarrest IP address that you point the domain to, so **Your** traffic gets filtered, and only legitimate traffic is sent back to **Your** server.

¹ An IP address is like an identity on the internet. All computing devices connected to the internet have an IP address. You will need a new address in the event of a DoS attack.

² i.e. you do not have an external company that hosts **Your** website for you

C.3 What DOSarrest Internet Security Ltd will do and limits.

Once the above 3 Steps have been fulfilled, **DOSarrest Internet Security, LTD** will provide **The Service** and at **Your** request, continue to offer this filtering of **Your** traffic:

- i. for a period of up to 12 months for one IP address; or
- ii. for a period of 6 months for two IP addresses.

Any further request to use **The Service** provided by **DOSarrest Internet Security, LTD** will need to be paid by **You** during that **Policy Period**.

D. Additional details of the service

Further details of the terms and conditions that will apply to **The Service** can be obtained from **DOSarrest Internet Security, LTD** at sales@dosarrest.com.

E. FAQs

- **How do You triage a call from You to determine whether it is a Denial of Service Attack or something more mundane like an ISP cable cut? Is it quickly evident?**

It is usually evident by inspecting the traffic, the bandwidth, and performing network trace routes.

- **Why do I need an IP address from DOSarrest Internet Security, LTD if I have already obtained a new IP address?**

*The attacker is sending **You** unwanted traffic to slow down **Your** website and prevent **You** from receiving **Your** normal business traffic. By directing all **Your** traffic to the DOSarrest IP address it can be filtered before sending it on to you. Only **Your** normal business traffic is sent to **Your** new IP address, to allow you to continue to do business.*

- **If You have obtained a new IP address but You do not know whether You or the hoster originally set up the A record, what would you do?**

We do recommend having a technical contact like their systems admin or network admin to help the initial setup process. Non-technical customers may contact their ISP regarding any questions on A records and so on, or can set up a communication channel (like email) between DOSarrest and their ISP.

- **What if You change the ISP during the 12 months, do they need to give DOSarrest the new IP address?**

Yes, they would need to provide DOSarrest with the new IP address and the IP change is seamless if both servers are up at the same time. If not, we recommend making the switchover during lower traffic periods.

All other terms and conditions of this Policy remain unchanged.

Matthew Nais

Signed on behalf of **Beazley Solutions Ltd** acting on behalf of:

Beazley Syndicate 2623/623 at Lloyd's

Plantation Place South
60 Great Tower Street
London EC3R 5AD
Phone: +44 (0)20 7667 0623
Fax: +44 (0)20 7674 7100
info@beazley.com
www.beazley.com

Senior Executives Replacement Endorsement

This endorsement modifies the attached Policy and shall be read as if incorporated within it:

BUK/221412

It is understood and agreed that the following service is added to the Policy:

Senior Executives Replacement Service

Set out below, are the arrangements that **We** have made, to **Your** benefit, with Executives Online Recruitment Ltd to support **You** in the event that a **Senior Executive** is unable to act in that capacity by reason of his or her death, injury or sickness, and **Our** commitment to meet, without the application of any policy excess, the cost of such support, subject to the terms, conditions and limits of this Section.

The services provided by Executive Online Recruitment Ltd. will only be initiated if **Your** professional indemnity policy is in force with **Us**.

A. Definitions for this section

- A.1 Executive Replacement Cost** means the sum calculated by applying the daily rate for the replacement **Senior Executive You** select together with any applicable taxes and charges, subject always to the payment being limited to the lesser of £50,000 or a period of three consecutive months of services provision by Executive Online Recruitment Ltd.
- A.2 Incapacitating Event** means loss of limb, loss of sight of both eyes, illness, permanent or temporary total or temporary partial disablement:
- a. which first appears during the **Policy Period**, and which solely and independently of any other cause, results in a **Senior Executive's** death or **Bodily Injury** within the **Policy Period**, and
 - b. is expected, according to written qualified medical opinion, to last for a minimum of one month, and for that period entirely prevents the **Senior Executive** from attending to **Your Professional Services**.
- A.3 Senior Executive** means a high ranking individual including but not limited to the Chief Executive Officer or Finance Director or any director or officer that is essential to the functioning of **Your Organisation** and whose absence would have a direct financial impact on **Your Organisation**.

B. What We do

We will pay on **Your** behalf to Executives Online, the **Executive Replacement Cost** to the extent that this arises solely out of an **Incapacitating Event** which operates independently of any other cause, and which either entirely prevents, or is considered likely by a fully qualified doctor so to prevent, a **Senior Executive** from discharging his or her relevant responsibilities for a period of at least one month from the start of the **Incapacitating Event**.

C. What we do not pay

We will not pay any **Executive Replacement Cost** which arises out of or is caused or contributed to by:

- C.1** war, whether war be declared or not, hostilities or any act of war or civil war;
- C.2** the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials;
- C.3** nuclear reaction, nuclear radiation or radioactive contamination;
- C.4** the **Senior Executive** engaging in or taking part in armed forces service or operations;
- C.5** the **Senior Executive** engaging in flying of any kind other than as a passenger;
- C.6** the **Senior Executive's** suicide or attempted suicide or intentional self-injury or being in a state of insanity;
- C.7** venereal disease or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named;
- C.8** the **Senior Executive's** deliberate exposure to exceptional danger (except in an attempt to save human life);
- C.9** a criminal act by the **Senior Executive**;
- C.10** the **Senior Executive** being intoxicated by alcohol or drugs;

D. Specific conditions to the service

To receive the benefit of this service provided by Executives Recruitment Online, **You** must:

- D.1** notify Executives Recruitment Online Ltd as soon as practical after **You** become aware of an **Incapacitating Event**, quoting a policy number and the name of the relevant **Senior Executive** and the fullest possible details of the **Incapacitating Event**, its origins and its likely consequences.
- D.2** enter into a contract with Executives Recruitment Online Limited for the provision of the support envisaged by this section.
- D.3** provide **Us** with such evidence as **We** may reasonably require to demonstrate that an **Incapacitating Event** has occurred, taking all such steps as may be necessary to make the relevant **Senior Executive**, and any pertinent medical records, notes and correspondence, available for medical examination.

All other terms and conditions of this Policy remain unchanged.

Matthew Nais

Signed on behalf of **Beazley Solutions Ltd** acting on behalf of:

Beazley Syndicate 2623/623 at Lloyd's

Plantation Place South
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Phone: +44 (0)20 7667 0623
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info@beazley.com
www.beazley.com

Data protection short form notice

Your personal information notice

Who we are

We are the insurers identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us on DPO@beazley.com or the agent or broker that arranged this insurance.

