

Crime

Policy wording

Please read the schedule to see whether you are covered under this section for losses from crime, expenses, computer violation, client crime, telephone fraud or public relations costs.

The General terms and conditions and the following terms and conditions all apply to this section.

Special definitions for this section

Acquired entity	Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar that performs the same activities as your business and is acquired by you during the period of insurance , other than any entity:
	<ol style="list-style-type: none"> 1. that has suffered a loss or been the subject of a claim with a value greater than the excess, which would have been covered by this section of the policy; or 2. whose annual turnover or number of employees exceed 20% of: <ol style="list-style-type: none"> a. your annual turnover, as reflected in your financial statement immediately prior to the period of insurance; or b. the number of your direct employees.
Associated company	Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar, other than a subsidiary , in which you own any issued share and you :
	<ol style="list-style-type: none"> 1. hold a majority of the voting rights; or 2. exercise day-to-day management control.
Claim	A claim brought against you for any civil liability, which results directly from a covered client crime .
Client crime	The criminal taking or misappropriation of:
	<ol style="list-style-type: none"> 1. money, securities or property of a client of yours for which you are legally responsible, where such taking or misappropriation is carried out by or in collusion with an employee; or 2. money, securities or property of a client of yours, whilst in your care, custody and control.
Computer system	Your computer network, hardware, software, information technology and communications system, including any email, intranet, extranet or website.
Computer violation	The malicious, intentional and unauthorised:
	<ol style="list-style-type: none"> 1. entry of data into your computer system; 2. amendment of any software that is kept in a machine-readable format; or 3. introduction of a virus into your computer system; <p>by an employee.</p>
Crime	<ol style="list-style-type: none"> 1. The criminal taking or misappropriation of your money, securities or property. 2. The criminal physical destruction or disappearance of your money or securities: <ol style="list-style-type: none"> a. from within a building occupied by you for the purposes of your business; b. whilst in the custody of an employee; or c. whilst in the custody of any other legal or natural person with your authority, provided that such person has agreed in writing to indemnify you in respect of the destruction or disappearance of the money or securities.
Data reconstitution costs	The reasonable expenses, not including your own overheads, incurred with our prior written agreement to reproduce or reconstitute data held by you electronically.
Defence costs	Costs, not including your own overheads, incurred with our prior written agreement to investigate, settle or defend a claim against you .
Discovered	First learnt or suspected of by any partner, senior manager, insurance representative, director or officer of you , regardless of whether the amount of any loss, the circumstances of the crime, computer violation, client crime or telephone fraud , or when it occurred are known.

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Employee	<ol style="list-style-type: none"> 1. Any partner, director, officer or trustee of yours; or 2. any natural person: <ol style="list-style-type: none"> a. under a written contract of service with you; b. directly engaged by you, with or without payment, including any volunteer worker, solely whilst under your control and supervision; or c. employed by an organisation under a written contract with you for the provision of services, but only to the extent that such person is providing services for you in connection with your business. <p>This definition includes anyone within 1. or 2. above for a period of 60 days immediately following their no longer falling within 1. to 2. above, other than where their employment was terminated as a direct result of a claim or loss covered under this section of the policy.</p>
Employee benefit scheme	Any employee benefit scheme or pension scheme or programme established or maintained to provide any benefit to any employee .
Expenses	<ol style="list-style-type: none"> 1. The reasonable expenses, not including your own overheads, incurred with our prior written agreement to: <ol style="list-style-type: none"> a. establish the existence, and verify the amount, of a loss following a covered crime; b. repair or replace to a similar standard any vault or safe that has been physically damaged as a result of a covered crime.
Interest	Interest accruing between when the crime occurred and when the crime was discovered , calculated using the One Year London Inter Bank Offer Rate as published in the Financial Times on the date that the crime was discovered or the first date afterwards on which the Financial Times is published, if it was not published on the day the crime was discovered .
Money	Cash, coin, bank and currency notes, bullion, funds, cheques, registered cheques, travellers' cheques, postal orders, bank drafts or money orders.
Notification expenses	<p>Following a computer violation or crime the reasonable expenses, not including your own overheads, incurred with our prior written agreement to:</p> <ol style="list-style-type: none"> 1. notify any natural person whose personal data has or may have been unlawfully accessed and to change such person's account or other identification numbers, as necessary; 2. provide credit monitoring services to anyone in a. above, where you are legally required to provide such services.
Property	Tangible property.
Public relations costs	Reasonable and necessary costs incurred with our prior written agreement in utilising the services of a public relations consultant.
Retroactive date	The date stated as the retroactive date in the schedule.
Securities	Negotiable and non-negotiable instruments or contracts, in physical or electronic form, which represent money or property .
Security information	Any confidential security information required to facilitate access to your accounts held with any financial institution.
Social engineering communication	<p>Any request directed to you or someone on your behalf by a person improperly seeking to obtain possession or the transfer to a third party of, information or access to security information, money, securities or property that such person or third party is not entitled to, where such person improperly:</p> <ol style="list-style-type: none"> 1. impersonates or claims to be another person who would be lawfully entitled to possession or access to such security information, money, securities or property had they made such a request; or 2. assumes the false identity of another person who you or someone on your behalf reasonably believes exists and would be lawfully entitled to possession or access to such security information, money, securities or property had they existed and made such request.

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Subsidiary

Any entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar in which **you**:

1. own directly or through one or more of **your** subsidiaries more than 50% of the share capital or a majority of the voting rights or have the right to appoint or remove a majority of the entity's board of directors; or
2. control a majority of its voting rights under a written agreement with other shareholders or members.

If an entity ceases to be a **subsidiary** during the **period of insurance**, cover will continue but only for a claim arising from a **crime** committed before it ceased to be a **subsidiary** provided that this **policy** was in force at the time that such entity ceased to be a **subsidiary**.

Telephone fraud

The unauthorised and criminal use by someone operating outside of premises used for **your business** to access any telephone lines used by **you**.

You/your

Also includes any **employee benefit scheme**, any **subsidiary**, any **associated company** and any **acquired entity** but only for a claim arising from a **crime** committed after the date of acquisition of such **acquired entity**.

If **you** require cover for any entity which **you** acquire but which does not fall within the definition of **acquired entity** above, **we** will consider providing cover subject to **you** providing all appropriate information. **We** shall be entitled to amend the **policy** terms and conditions during the **period of insurance** including but not limited to the charging of a reasonable additional premium.

What is covered

Losses from crime

1. If during the **period of insurance**, and in the performance of **your business** within the **geographical limits**, a loss from **crime** is **discovered**, **we** will pay the amount of any taken or misappropriated **money, securities or property**.

We will also pay **interest** and **notification expenses**.

Expenses

2. If you suffer a loss from **crime** that is covered under 1. above, **we** will also pay **expenses**.

Computer violation

3. If during the **period of insurance**, and in the performance of **your business** within the **geographical limits**, a **computer violation** is **discovered**, **we** will pay **notification expenses** and **data reconstitution costs**.

Client crime

4. If during the **period of insurance**, and in the performance of **your business** within the **geographical limits**, a loss from **client crime** is **discovered**, **we** will pay the amount of any taken or misappropriated **money, securities or property**.

If a **claim** arising from a covered **client crime** is brought against **you**, **we** will also pay **defence costs**.

Telephone fraud

5. If during the **period of insurance**, and in the performance of **your business** within the **geographical limits**, a **telephone fraud** is **discovered**, **we** will pay **your** direct financial loss.

Public relations costs

6. **We** will pay **public relations costs** following a covered **claim** or loss to limit or mitigate its impact on **your business**.

Additional cover

Court attendance compensation

If any person within the definition of **you**, or any **employee** has to attend court as a witness in connection with a **claim** covered under this section, **we** will pay **you** the amount shown in the schedule as compensation for each day or part of a day that their attendance is required by **us**. The most **we** will pay for the total of all attendance compensation is the amount shown in the schedule.

What is not covered	We will not make any payment for:
Trade secrets and confidential information	<p>1. any claim or loss:</p> <ul style="list-style-type: none"> a. arising from the theft or misappropriation of any trade secret or other confidential information, other than where it is used to facilitate an otherwise covered loss under this section of the policy.
Losses benefiting others within definition of you	<ul style="list-style-type: none"> b. suffered by any entity within the definition of you to the benefit of any other entity within the definition of you.
Incidents after you become aware	<ul style="list-style-type: none"> c. arising from any act, breach or omission committed by any employee after any partner, trustee, senior manager, insurance representative, director or officer of you first became aware of any crime, computer violation, client crime or telephone fraud being committed by, or in collusion with, such employee.
Prior knowledge	<ul style="list-style-type: none"> d. arising from anything, which you knew about or ought reasonably to have known about, before the date on which you first purchased a similar crime policy from us that has run continuously without a break in cover.
Retroactive date	<ul style="list-style-type: none"> e. arising directly or indirectly due to any act, incident or event occurring, or any loss suffered, before the retroactive date.
Social engineering	<ul style="list-style-type: none"> f. arising directly or indirectly due to any social engineering communication.
Extortion	<ul style="list-style-type: none"> g. arising directly or indirectly due to extortion. However, this does not apply to any otherwise covered crime or client crime perpetrated using actual or alleged force or violence against any: <ul style="list-style-type: none"> a. third party who has provided you with a contractual indemnity in respect of such loss; or b. employee.
Agents and representatives	<ul style="list-style-type: none"> h. arising as a result of you or someone on your behalf (including an employee), handing over, entrusting, paying, transferring or delivering any money, securities, property or security information to any agent or representative of yours, other than to any: <ul style="list-style-type: none"> a. third party who has provided you with a contractual indemnity in respect of such loss; or b. employee.
Unauthorised trading	<ul style="list-style-type: none"> i. arising from any unauthorised trading of any money, securities or property. However, this exclusion does not apply to the amount of any loss suffered by you to the benefit of an employee, or a third party intended by an employee, over and above any salary, bonus or commission;
Client monies	<ul style="list-style-type: none"> j. arising from the criminal taking or misappropriation of any money, securities or property of a client of yours, including any money held by you in a designated client account. However, this exclusion does not apply to the cover under What is covered, 4. Client crime.
Other losses	<p>2. any indirect financial loss, any loss of business, profits or income, staff or management time, professional fees or other business costs or overheads. However, this exclusion does not apply to interest, defence costs, notification expenses, data reconstitution costs or expenses.</p>
Insolvency and change of ownership	<p>3. any loss suffered:</p> <ul style="list-style-type: none"> a. by you after you enter into administration or any other insolvency procedure or if a liquidator or receiver is appointed; b. by you after any other party or parties has acquired 50% or more of your issued share capital, assets or voting rights; or c. by any employee benefit scheme, subsidiary or acquired entity at a time when such employee benefit scheme, subsidiary or acquired entity did not satisfy the corresponding definition above.

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- Failure to back-up data
- a. in respect of any data where **you** do not have a back-up of such data stored away from **your** business premises;
- Unlicensed programs
- b. in respect of any data that relies upon the use of unlicensed copies of **programs**;
- Incorrect use of data-carrying media
- c. arising from the incorrect use by **you** or on **your** behalf of any data-carrying media; or
- Out-of-date software
- d. arising from the use of obsolete or out-of-date hardware, software or **programs**.
- Mobile phone connections
- Use of passcodes
- Advice and precautions
- War, terrorism and nuclear risks
- 4. data reconstitution costs:**
- 5. **telephone fraud** arising from:
 - a. the use of a mobile telephone connection;
 - b. the use of any password, number, code or personal details used by a telephone provider to verify the user and allow access to the telephone connection; or
 - c. any failure to follow advice and precautions recommended by **your** telephone line provider for preventing or minimising any **telephone fraud**.
- 6. any claim or loss directly or indirectly due to war, terrorism or nuclear risks.**

How much we will pay

- Calculation
- We** will pay up to the limit of indemnity shown in the schedule, unless limited below or in the schedule. **You** must pay the relevant **excess** shown in the schedule.
- All losses, including **claims**, which arise from the same original cause, a single source or a repeated or continuing act or omission will be regarded as one loss.
- Special limits**
- The amount that **we** will pay will be reduced by the value of any property received from any source, including payments and receipt of interest, dividends, commissions and the like received in connection with any loss covered under this section of the **policy**. **We** will also deduct any sums **you** owe or the value of any property **you** hold belonging to the perpetrator. Otherwise the amount **we** will pay will be calculated as follows:
- Computer violation
- The most **we** will pay in total under **What is covered**, Losses from computer violation, is the amount stated in the schedule, regardless of the number of **computer violations discovered**.
- Client crime
- The most **we** will pay under **What is covered**, Client crime, is the amount stated in the schedule.
- Telephone fraud
- The most **we** will pay in total under **What is covered**, Telephone fraud, is the amount stated in the schedule, regardless of the number of **telephone frauds discovered**.
- Public relations costs
- The most **we** will pay in total under **What is covered**, Public relations costs is £25,000, regardless of the number of covered **claims** and losses.
- Court attendance compensation
- The most **we** will pay in total for court attendance compensation is the amount stated in the schedule, regardless of the number of covered **claims**.
- Additional limit**
- The limit below is in addition to the overall limit of indemnity shown in the schedule.
- Expenses
- The most **we** will pay for the total of all **expenses** is the amount stated in the schedule, regardless of the number of **crimes discovered**.
- Paying out the limit of indemnity
- At any stage of a loss or **claim** **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. If applicable, **we** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for that loss or **claim** or for any other losses or **claims** that are subject to the same limit of indemnity.

Special condition

Extended discovery period

In the event that **you** do not renew or replace this section of the **policy**, cover shall continue for a period of 90 days after the end of the **period of insurance**, provided that such cover will only apply to:

1. losses suffered; and
2. **claims** arising from **client crimes** committed, before the end of the **period of insurance**.

This special condition does not apply if **you** replace this **policy** with another crime policy providing similar cover.

Your obligations

If a loss is discovered

1. **We** will not make any payment under this section unless **you**:
 - a. notify **us** promptly of **your** first awareness of any **crime**, **computer violation**, **client crime** or **telephone fraud**:
 - i. within the **period of insurance** or at the latest within 14 days after it expires for anything **you** first become aware of in the seven days before expiry; or
 - ii. for anything **you** first become aware of during the extended discovery period, within the extended discovery period or at the latest within 14 days after it expires for anything **you** first become aware of in the seven days before expiry.
 - b. provide **us** with a detailed proof of the **crime**, **computer violation**, **client crime** or **telephone fraud** promptly following it being **discovered**.
 - c. give **us** the information and co-operation which **we** may reasonably require, including but not limited to:
 - i. any **employee** submitting to examination under oath at **our** request; and
 - ii. producing all relevant records to the fullest extent which is legally permissible.

Telephone fraud

2. Upon discovering a **telephone fraud** or anything likely to give rise to a **telephone fraud**, **you** must take all reasonable steps to prevent the continuation or repeat of the **telephone fraud**, including notifying **your** telephone line provider as soon as reasonably possible. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.