

INFORMATION TECHNOLOGY PROFESSIONAL INDEMNITY INSURANCE (NVAIT08AN)

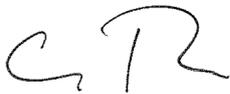
The Policy, Schedule and Endorsements should be read as if they were one document and if they do not meet your needs please return them to Nexus Underwriting Limited.

POLICY NUMBER: A67470PIA153

This is to certify that, in consideration of the payment of the premium specified herein, the Insurer is hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and any claim hereunder shall be forfeited.

In witness whereof this policy has been signed for and on behalf of the Insurer.



Authorised Signatory
Nexus Underwriting Limited
As Coverholder for Syndicates at Lloyd's. On behalf of Certain Underwriters at Lloyd's

Date: 01/10/2015

All enquiries should be addressed to - Nexus Underwriting Limited, 150 Leadenhall Street, London EC3V 4QT.

SCHEDULE

- Policy Number:** A67470PIA153
- 1) Insured:** C J Computing Ltd t/a Recycling Your IT
3rd Floor, Endeavour House
Coopers End Road
STANSTED
Essex
CM24 1SJ
United Kingdom
- 2) Period of Insurance** **From:** 29/09/2015
To: 28/09/2016
Both days inclusive, local standard time, at the address of the Insured
- 3) Limit of Indemnity:** GBP 500,000
- 4) Excess:** GBP 500
- 5) Premium:** GBP 490.00
- Additional Tax (as per Tax Schedule):** GBP 29.40
- Policy Admin Fee:** GBP 24.50
- Total Amount Payable:** GBP 543.90
- 6) Jurisdiction:** Worldwide Excl USA & Canada
- 7) Territorial Limits:** Worldwide
- 8) Retroactive Date:** None

Tax Schedule:

					Total Additional Tax:	GBP 29.40
Country	Description	Prem %	Premium Amount	Tax Rate %	Amount	
United Kingdom	UK Insurance Premium Tax 6%	100	GBP 490.00	6.00	GBP 29.40	

INFORMATION TECHNOLOGY PROFESSIONAL INDEMNITY INSURANCE

1 INSURING CLAUSES

1.1 Civil Liability

The Insurer shall indemnify the Insured against any Claim first made against the Insured and Notified during the Period of Insurance and which arises out of the conduct of the Insured's Business by reason of:

- a) breach of a contract to design, produce or supply Deliverables as a result of:
 - i. the failure of the Deliverables to conform in all material respects with any written specification incorporated into a contract provided that it is an express term of the contract that the Deliverables must conform with that specification; or
 - ii. the Deliverables containing a material defect; or
 - iii. the failure of the Deliverables to meet any implied statutory term regarding quality, safety or fitness for purpose;
- b) a Wrongful Act committed by the Insured or by any Employee, or by any other person firm or company directly appointed by and acting for or on behalf of the Insured;
- c) any dishonest or fraudulent act or omission on the part of any Employee, or any other person (other than a partner principal or director of the Insured), firm or company directly appointed by and acting for or on behalf of the Insured;
- d) libel or slander committed in good faith by the Insured or by any Employee;
- e) any unintentional breach of confidentiality or unintentional misuse of any information which is either confidential or subject to statutory restrictions on its use committed by the Insured, or by any other person, firm or company directly appointed by and acting for or on behalf of the Insured.
- f) any liability under Section 13 of the Data Protection Act 1998 for an unintentional contravention of any of the requirements of the Data Protection Act 1998 committed by the Insured or by any Employee, or by any other person, firm or company directly appointed by and acting for or on behalf of the Insured;
- g) unintentional infringement of Intellectual Property Rights in the Deliverables provided by the Insured;
- h) any other civil liability but not any liability for breach of contract or dishonesty beyond that specifically set out above.

1.2 Mitigation of Loss

The Insurer shall indemnify the Insured for costs and expenses necessarily incurred with the Insurer's prior written and continuing consent in respect of any action taken to mitigate a loss or potential loss that would otherwise become the subject of a Claim covered under insuring clause 1.1 of this policy. The onus of proving that this clause is applicable shall be upon the Insured.

1.3 Loss of Documents

The Insurer shall indemnify the Insured for reasonable and necessary costs, incurred with the Insurer's prior written consent, of repair, replacement or reconstitution of any Document which has been unintentionally destroyed, damaged, lost or mislaid (and which after diligent search cannot be found) the occurrence of which has been discovered and Notified during the Period of Insurance. However, the Insured will not be indemnified in relation to any Document which is kept in magnetic or electronic form unless such document is duplicated and the duplicate is stored separately as a back-up, off site or in a secure fire proof safe.

1.4 Data Protection

The Insurer shall indemnify the Insured for Defence Costs and Expenses resulting from any prosecution first brought against the Insured or any Employee and Notified during the Period of Insurance which arises out of the conduct of the Insured's Business in respect of any offences or alleged offences under sections 21(1), 21(2), 22(6) or 47(1) of the Data Protection Act 1998.

1.5 Defence Costs and Expenses

The Insurer shall indemnify the Insured for all Defence Costs and Expenses in the defence, investigation or settlement of any Claim which falls to be dealt with under insuring clause 1.1 provided that if a payment in excess of the Limit of Indemnity available hereunder has to be made to dispose of any Claim, the Insurer's liability for Defence Costs and Expenses associated with such Claim shall be that proportion of the Defence Costs and Expenses as the Limit of Indemnity available hereunder for such Claim bears to the amount required to be paid in respect of such Claim.

2 LIMIT OF INDEMNITY

2.1 The Insurer's liability under insuring clauses 1.1 and 1.2 (other than in respect of Defence Costs and Expenses) shall not exceed the Limit of Indemnity as stated part 3 of the Schedule in respect of any one Claim.

2.2 All Claims and losses (under any or all insuring clauses) that arise directly or indirectly from or are attributable to

- a) the same originating cause or source, or
- b) the same act, error or omission, or any series of acts, errors or omissions that are in any way related

are deemed to be one Claim for the purposes of the Limit of Indemnity provided always that this clause does not operate to provide cover under this policy for any Claims or losses that would not be covered by this policy but for this clause.

2.3 The Insurer's total liability under insuring clauses 1.3 and 1.4 shall not exceed £100,000 in the aggregate per clause whether or not the Claim or loss also arises under any other insuring clause.

2.4 Death, Bodily Injury and Property Damage

The Insurer's total liability including Defence Costs and Expenses for all Claims arising from bodily injury, sickness, disease, emotional distress (other than emotional distress arising from any libel or slander), mental anguish, mental stress or the death of any person and any damage to or destruction or loss of any property (except as provided under insuring clause 1.3) including loss of use, shall not exceed the Limit of Indemnity as stated in the Schedule in the aggregate.

2.5 Any payment in respect of insuring clauses 1.3 or 1.4 or an endorsement that is subject to an aggregate limit that is less than the Limit of Indemnity stated in part 3 of the Schedule arising out of or attributable to the same originating cause or source as any Claim, or arising out of any act, error or omission or series of acts, errors or omissions that are in any way related to any Claim, shall erode the Limit of Indemnity available in respect of that Claim.

3 EXCESS

3.1 The Excess shall be the amount stated in part 4 of the Schedule other than in respect of insuring clause 1.3 when the Excess shall be £2500 each and every Claim and each and every loss.

3.2 A separate Excess shall apply to each and every Claim and each and every loss. Payment of the Excess by the Insured is a condition precedent to the Insured being indemnified by the Insurer and the Insured shall confirm its ability and agreement so to pay if reasonably requested by the Insurer.

3.3 The Excess shall not apply to Defence Costs and Expenses except in respect of insuring clause 1.4.

4 EXCLUSIONS

The Insurer shall not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving:-

4.1 Known Circumstance(s)

Any circumstance(s) that a reasonable person would believe could give rise to a liability under this policy and which circumstance(s) was (or were) or ought to have been known to the Insured prior to the Period of Insurance.

4.2 Death or Bodily Injury

Bodily injury, sickness, disease, emotional distress (other than emotional distress arising from any libel or slander), mental anguish, mental stress or the death of any person, unless such Claim arises directly from negligent advice and/or negligent design and/or negligent specification by the Insured or by any Employee or by any other person, firm or company directly appointed by and acting for and on behalf of the Insured in the course of the Insured's Business.

4.3 Property Damage

Any damage to or destruction or loss of any property (except as provided under insuring clause 1.3) including loss of use, unless such Claim arises directly from negligent advice and/or negligent design and/or negligent specification by the Insured or by any Employee or by any other person, firm or company directly appointed by and acting for and on behalf of the Insured in the course of the Insured's Business

4.4 Trading Losses

Any trading losses or trading liabilities incurred by the Insured or any business managed by or carried on by or on behalf of the Insured including but not limited to any loss of client account and/or custom.

4.5 Fines and Penalties

Any disciplinary investigations or proceedings (apart from the indemnity provided under insuring clause 1.4) or any fines, penalties, or penal, punitive, exemplary, restitutionary, non-compensatory or aggravated damages, and also additional damages under section 97(2) of the Copyright, Designs and Patents Act 1988 or any statutory successor to that section.

4.6 Fraud and Dishonesty

Any dishonest or fraudulent act or omission committed, condoned or contributed to by any partner, principal or director of the Insured, or committed, condoned or contributed to by any person after the discovery by any partner, principal or director of the Insured of reasonable cause for suspicion of dishonesty or fraud in relation to that person. Furthermore, no person or persons committing, condoning or contributing to any dishonest or fraudulent act or omission shall be entitled to an indemnity under this policy; and in the event of a loss being sustained as a result of any dishonest or fraudulent act or omission, the amount of indemnity under this policy shall be reduced by an amount equal to the sum of:

- a) any monies owed by the Insured to any person committing, condoning or contributing to the act or omission;
- b) any monies held by the Insured and belonging to such person.

4.7 Director and Officer

Any liability as a director, officer and/or trustee in their respective capacities.

4.8 Nuclear and War

Any of the following:

- a) war (whether declared or not), invasion, acts of a foreign enemy, hostilities, or any similar act, condition or warlike operation, warlike action by a regular or irregular military force or other authority to hinder or defend against an actual or expected attack;
- b) insurrection, rebellion, revolution, riot, attempt to usurp power, popular uprising, or any action taken by any governmental or martial authority in hindering or defending against any of these;
- c) discharge, explosion, or use of a weapon of mass destruction, whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason.

4.9 Terrorist Action

Any Terrorist Action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing Terrorist Action. If the Insurer alleges that by reason of this exclusion any liability or loss is not covered by this policy the burden of proving the contrary shall be upon the Insured.

4.10 Pollution, Contamination, Asbestos, Fungi and Radioactivity

Any:

- a) pollution, seepage, discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant including, but not limited to, smoke, vapours, soot, dust, fibres, fumes, acids, alkalis, chemicals and waste (including but not limited to material to be recycled, reconditioned or reclaimed) or contamination of any kind; or
- b) asbestos or any product or material containing asbestos in whatever form or quantity; or
- c) Fungi; or
- d) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

4.11 Land and Vehicles

The ownership, possession or use of any aircraft, watercraft, hovercraft, motor vehicle, trailer, or other means of transport, or any buildings, structures, premises or land or any property (mobile or immobile).

4.12 Jurisdiction and Territorial Limits

Any:

- a) legal proceedings brought outside the Jurisdiction stated in part 6 of the Schedule or brought within the Jurisdiction to enforce a judgment or order made outside the Jurisdiction; or
- b) any act, error, omission or event occurring outside the Territorial Limits shown in part 7 of the Schedule.

4.13 Contractual Liability

- a) Any:
 - i. contract where the Insured failed to take reasonable steps to ensure it could fulfil all of its obligations in accordance with the terms of the contract or any representations made by or on behalf of the Insured;
 - ii. liability to pay compensation or damages where the Insured has knowingly or recklessly assumed an obligation to pay compensation or damages in excess of any amount that would otherwise be awarded under statute or common law.
 - iii. contract that any reasonable person had reason to believe was incapable of being performed

- b) Except as stated in insuring clause 1.1a, the Insurer shall not have any liability under this policy for, or directly or indirectly arising from any breach or alleged breach of any warranty or contractual duty or duty of care owed or alleged to have been owed by the Insured to any third party and which is more onerous than any duty that would otherwise be implied by common law or statute;

4.14 Related Companies

Any Claim brought by or on behalf of

- a) the Insured, or any parent or subsidiary company of the Insured, or any person or entity having a financial, executive or controlling interest in the Insured, or
- b) any entity in which the Insured has a financial, executive or controlling interest

unless such Claim emanates from a wholly independent third party.

4.15 Joint Ventures

Any association or joint venture conducted with any third party other than in respect of any Claim arising from the Insured's Business. The Insurer will not be liable to pay any Claim made by any associated party within the association or joint venture unless such Claim emanates from a wholly independent third party.

4.16 Other Insurance

Any matter in respect of which the Insured is (or but for the existence of this policy would be) entitled to indemnity under any other contract of insurance, except where such other insurance is written as specific excess insurance to provide an indemnity in excess of the amount payable under this policy.

4.17 Employer Liability

Any breach of any obligation owed by the Insured as an employer to any Employee or former Employee or applicant for employment.

4.18 Goods and Services

- a) Any goods or products sold, supplied, made, constructed, installed, maintained, repaired, altered or treated by or on behalf of the Insured other than Deliverables
- b) Costs and expenses involved in the refund, recall or replacement of any Deliverables
- c) The repair, inspection, alteration, correction or replacement of defective materials, service or workmanship
- d) Any contract for the provision of goods or services to the Insured

4.19 Third Party Default

Any:

- a) defect in any Deliverables which are supplied by or originate from a third party;
- b) failure or default by a third party to supply any service or Deliverables where the Insured's rights of recovery under a written contract with the third party are excluded or limited.

4.20 Intellectual Property

The infringement of any patent and/or use of trade secret by the Insured.

4.21 Retroactive Date

Any act, error or omission committed prior to the Retroactive Date specified in part 8 of the Schedule.

4.22 Insolvency

The insolvency or bankruptcy of the Insured.

4.23 Information Technology

Any of the following:

- a) the transmission or receipt of any virus, program or code that causes loss or damage to any computer system and/or prevents or impairs its proper function or performance; or
- b) any obscenity, blasphemy or pornographic material.

4.24 Credit, debit and charge cards

The fraudulent use of credit, debit, charge or store cards.

4.25 Electrical Supply

Any change or interruption in the normal electrical power supply.

5 CONDITIONS

5.1 Notification

As a condition precedent to the right to be indemnified under this policy the Insurer must be Notified as soon as practicable during the Period of Insurance:

- a) of any Claim or loss;
- b) regardless of any previous notice, of receipt of any Claim Form, Particulars of Claim, Arbitration Notice or any other formal document commencing legal proceedings;
- c) of any circumstance(s) of which the Insured shall become aware which is (or are) likely to give rise to a Claim supplying full details of the Wrongful Act, its date, the name(s) of

the potential claimants, the name (s) of the individuals involved and the potential amount involved;

- d) of any circumstance(s) of which the Insured shall become aware which is (or are) likely to give rise to an entitlement to be indemnified under this policy supplying full details of the act, omission, event, transaction or loss likely to give rise to an entitlement to indemnity.

In the event that the Insurer is Notified during the Period of Insurance of any circumstance(s) which in the Insurer's reasonable opinion is (or are) likely to give rise to a Claim or an entitlement to be indemnified under the policy then any subsequent Claim or loss which arises directly from the circumstances so Notified shall be deemed to have been made during the Period of Insurance.

5.2 Duty to Cooperate

As a condition precedent to the right to be indemnified under this policy the Insured must promptly provide to the Insurer full details concerning any Claim and any circumstance(s) likely to give rise to a Claim and any circumstance(s) where the Insured has requested to be indemnified under this policy and provide such co-operation and assistance as the Insurer and its representatives, legal advisers or agents may reasonably require. It is a condition precedent to the right to be indemnified under this policy that the Insured and any Employee (or any person, firm or company acting for or on behalf of the Insured) shall ensure that all documents, materials and source code relevant to any Claim and any circumstance(s) likely to give rise to a Claim or an entitlement to be indemnified under the policy are maintained and preserved.

5.3 No Admission of Liability

As a condition precedent to the right to be indemnified under this policy the Insured (or any Employee or any person, firm or company acting for or on behalf of the Insured) shall not, without the prior written approval of the Insurer, admit liability for, compromise, settle, or make any offer or payment in respect of any Claim or any circumstance(s) likely to give rise to a Claim or any circumstance(s) where the Insured has requested to be indemnified under this policy.

The Insurer shall have full discretion in the handling of any Claim and any circumstance(s) likely to give rise to a Claim and any circumstance(s) where the Insured has requested to be indemnified under this policy (notwithstanding that a dispute may have arisen between the Insurer and the Insured) provided always that the Insured shall not be obliged to defend any legal proceedings unless a Counsel of not less than 15 years standing (to be mutually decided upon by the Insurer and the Insured) shall advise that such proceedings can be contested with a reasonable prospect of success.

5.4 Discharge of Liability

The Insurer may at any time pay to the Insured in connection with any Claim and/or loss under this policy the Limit of Indemnity (less any sums already paid) or any lesser sum for which such Claim and/or loss can be settled and upon such payment the Insurer shall not be under any further liability except for Defence Costs and Expenses incurred prior to such payment and with the Insurer's prior written consent.

5.5 Insurer Entitled to Defend

The Insurer shall be entitled, but not obliged, to take over the investigation, defence and settlement of any Claim and any circumstance(s) likely to give rise to a Claim and any circumstance(s) where the Insured has requested to be indemnified under this policy.

If the Insured declines to enter into any compromise or settlement recommended by the Insurer then the Insurer's liability under this policy shall be limited to the amount for which the Claim or loss could have been settled or compromised at the date at which the Insurer reasonably considers the Claim or loss should have been settled or compromised, subject always to the Limit of Indemnity.

5.6 Insured's Obligations

As a condition precedent to the right to be indemnified under this policy the Insured shall take all reasonable steps to keep back-up copies of all relevant data, files, programs and source code.

5.7 Subrogation

The Insurer shall be subrogated to all the rights of recovery of the Insured against any third party before or after any indemnity is given under this policy provided always that the Insurer shall not exercise any such rights against any Employee or former Employee unless the loss in respect of which indemnity is provided under this policy was caused or contributed to by a fraudulent, dishonest or malicious act or omission by the Employee or former Employee. As a condition precedent to the right to be indemnified under this policy the Insured shall, without charge, provide such assistance as the Insurer may reasonably require in any subrogation and shall not at any time, whether before or after the happening of any event which may give rise to a Claim or loss, enter into any contractual or other arrangements excluding, limiting or in way restricting Insurer's rights of recovery without Insurer's prior written consent.

5.8 Dishonest and Fraudulent Claims

If the Insured makes any claim under this policy (or has made a claim under any previous policy) which the Insured knows or ought to know to be false or fraudulent in any way, this policy shall become void and all rights of the Insured under this policy shall be forfeited.

5.9 Contracts (Rights of Third Parties) Act

No rights to enforce any term of this policy under the Contracts (Rights of Third Parties) Act 1999 are given to any person who is not a party to this policy but this does not affect any right or remedy of any such person that arises apart from that Act.

5.10 Avoidance by Insurer

If the Insurer is entitled, for any reason, to avoid this policy ab initio, the Insurer may at its absolute discretion elect instead to give notice to the Insured that it regards this policy as being in full force and effect, except that no indemnity will be given under this policy that arises from or is related to the ground(s) that entitled the Insurer to avoid this policy.

5.11 Cancellation

This policy may be cancelled at any time by or on behalf of the Insurer by 30 days notice given in writing to the Insured at their last known address or registered office (if a company) and the Premium shall be adjusted on a pro rata basis.

5.12 Data Protection Act 1998

It is agreed by the Insured that any information provided to the Insurer regarding the Insured will be processed by the Insurer, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

5.13 Premium Payment

- 5.13.1 The Insured undertakes that Premium will be paid in full to the Insurer within sixty days of inception of this policy (or, in respect of instalment premiums, when due).
- 5.13.2 If the Premium has not been so paid to the Insurer by the sixtieth day from the inception of this policy (and, in respect of instalment premiums, by the date they are due) the Insurer shall have the right to cancel this policy by notifying the Insured via the broker in writing. In the event of cancellation, premium is due to the Insurer on a pro rata basis for the period that the Insurer is on risk but the full policy Premium shall be payable to the Insurer in the event of a notification prior to the date of termination which gives rise to a claim under this policy.
- 5.13.3 It is agreed that the Insurer shall give not less than 15 days prior notice of cancellation to the Insured via the broker. If premium due is paid in full to the Insurer before the notice period expires, notice of cancellation shall automatically be revoked. If not, the policy shall automatically terminate at the end of the notice period.
- 5.13.4 Where the Premium is to be paid through a London Market Bureau, payment to the Insurer will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

6 GOVERNING LAW AND DISPUTES

- 6.1 In the event that any dispute should arise between the Insurer and the Insured as to the terms and effect of this policy then such dispute shall be referred to arbitration before a sole arbitrator to be appointed, in the event that the Insurer and Insured cannot agree upon a suitable person, by the President for the time being of the Chartered Institute of Arbitrators.
- 6.2 This policy shall be governed by and construed in accordance with the law of England and Wales.

7 INTERPRETATION

In this policy:

- a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
- b) if any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;

- c) the headings herein are for reference only and shall not be considered when determining the meaning of this policy.

8 SEVERAL LIABILITY

The insurers named hereon bind themselves each for their own part and not one for another. Each insurer's liability under this Policy shall not exceed that percentage or amount of the risk shown against that insurer's name in the Schedule of Security.

9 POLICYHOLDER COMPLAINTS

Nexus Underwriting Ltd aims to provide a first class professional service to its customers. Should you have any questions about your policy or the handling of a claim you should, in the first instance, contact your broker.

Otherwise, if you wish to make a complaint concerning your policy you should contact:
The Director, Nexus Underwriting Ltd, 150 Leadenhall Street, London EC3V 4QT

To help us deal with your correspondence quickly please quote your policy number and the name of the policyholder.

If you are still not satisfied with the way a complaint has been dealt with, you may ask the Complaints Department at Lloyd's to review your case:

Policyholder and Market Assistance, Lloyd's Market Services, G6/86, One Lime Street, London EC3M 7HA

Telephone: 0207 327 5693

Fax: 0207 327 5225

Email: complaints@lloyds.com

Complaints that cannot be resolved may, if you are an eligible complainant, also be referred to:
The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR

Telephone: 0300 123 9123 or 0800 023 4567

Email: complaint.info@financial-ombudsman.org.uk

These complaints procedures do not affect your right to have recourse to legal action or to any other remedy available to you.

10 DEFINITIONS

10.1 "CLAIM" means any demand from, or assertion of a civil right against, the Insured which is communicated to the Insured.

10.2 "DEFENCE COSTS AND EXPENSES" means legal costs and expenses incurred by or on behalf of the Insured with the prior written and continuing consent of the Insurer. It does not include the Insured's own costs and expenses.

10.3 "DELIVERABLES" means any software, hardware, firmware, peripherals, cabling or electronic equipment provided by the Insured in connection with the Insured's Business

- 10.4 “DOCUMENT” means all records arising from the Insured’s Business, whether kept in paper (excluding stamps, currency, coins, bank notes and bullion, travellers cheques, cheques, postal orders, money orders, securities and the like), magnetic or electronic form, belonging to the Insured or for which the Insured is legally responsible, whilst in the custody of the Insured, or in the custody of any person other than the owner to or with whom they have been entrusted, lodged or deposited by the Insured in the ordinary course of the Insured’s Business.
- 10.5 “EMPLOYEE” means any person, other than a partner, principal or director of the Insured, who is under a contract of service or apprenticeship, supplied to, hired, or borrowed by the Insured, or under any work experience or similar scheme, whilst employed or engaged by and under the control of the Insured in connection with the Insured’s Business.
- 10.6 “EXCESS” means amount payable by the Insured (the Insurer shall only be liable to the extent that any liability exceeds the Excess).
- 10.7 “FUNGI” means any fungus or mycota, including but not limited to mould, mildew, mycotoxins, spores, yeast or any biogenic aerosols.
- 10.8 “INSURED(S)” means:
- a) the firm(s) or company/companies stated in part 1 of the Schedule;
 - b) the partners and/or directors and/or members of those firm(s) or company/companies;
 - c) former partners and/or former directors and/or former members of those firm(s) or company/companies;
 - d) any retired partner, director or member remaining as a consultant to those firm(s) or company/companies;
 - e) any Employee and/or former Employee of those firm(s) or company/ companies;
 - f) the estate, heirs and executors and/or legal/personal representatives of those parties mentioned in (a) – (e) above in the event of their death, incapacity, insolvency or bankruptcy.
- 10.9 “INSURED’S BUSINESS” means the professional services performed or the advice given by the Insured in relation to those activities declared in the Proposal.
- 10.10 “INSURER” means certain underwriters at Lloyd’s each for the respective percentage participations set forth in the attached Schedule of Security.
- 10.11 “INTELLECTUAL PROPERTY” means copyright, trademark, trade name, trade address, service mark, service name and trademark.
- 10.12 “LIMIT OF INDEMNITY” means maximum amount payable by the Insurer under this policy irrespective of the number of Claims and/or losses and/or the number of claimants and/or the number or type of Insureds.

10.13 "NOTIFIED" means that notice is sent in writing by the Insured (or its agent) to, and received by, Nexus Underwriting Limited. For the avoidance of doubt, notice is not valid if given by any third party (other than the Insured's agent).

10.14 "PERIOD OF INSURANCE" means the period stated in part 2 of the Schedule.

10.15 "PREMIUM" means the amount stated in part 5 of the Schedule plus Insurance Premium Tax (or other appropriate tax) at the rate from time to time in force.

10.16 "PROPOSAL" means all the information supplied to the Insurer (whether by written, electronic or any other means) which it is hereby agreed is the basis of this policy.

10.17 "SCHEDULE" means the document entitled "Schedule" that relates to this policy.

10.18 "TERRORIST ACTION" means the actual or threatened:

- a) use of force or violence against persons or property, or
- b) commission of an act dangerous to human life or property, or
- c) commission of an act that interferes with or disrupts an electronic or communications system

undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority, or military force, when any of the following applies:

- i. the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy; or
- ii. the apparent intent or effect is to cause alarm, fright, fear of danger, or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments; or
- iii. the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

10.19 "WRONGFUL ACT" means any negligent act, negligent error or negligent omission.

NEXIT 18.06.2014

ENDORSEMENTS

The following endorsements attach to and form part of Policy Number **A67470PIA153** in the name of **C J Computing Ltd t/a Recycling Your IT**,

All other terms, conditions, exclusions and limitations in this policy remain unaltered.

Special Endorsement 2 – Contract Certainty

- 1 This policy was written on the basis of the data presented to, and accepted by, the Insurer.
- 2 It is a condition precedent to the liability of the Insurer that the subjectivities stated at 8. hereof, ('the subjectivities') are to be resolved to the satisfaction of the Insurer within 21 days of the inception of this policy.
- 3 In the event of the failure to resolve the subjectivities to the satisfaction of the Insurer within the period / by the date stated in 2. hereof, the Insurer will have the right to void this policy ab initio and the premium shall be returned to the Insured.
- 4 In the event that the data presented to the Insurer with the aim of resolving the subjectivities is unsatisfactory as far as the Insurer is concerned, the Insurer has the right to apply amended terms, conditions, exclusions and premium ('the amendments') or to cancel this policy immediately.
- 5 If the amendments referred to in 4. hereof, are not acceptable to the Insured the Insured will have the right to cancel this policy immediately, provided that such notice is given to the Insured in writing within 30 days of the amendments being advised.
- 6 In respect of 4. and 5. hereof, the premium for the period for which coverage was provided by the Insurer up to the effective date of cancellation shall be calculated at pro rata of the original premium, but in the event there are any notified, reserved or paid Claims, losses or circumstances before the effective date of cancellation, the whole premium shall be deemed fully earned.
- 7 The means whereby cancellation of this policy might be effected are stated in this policy, unless otherwise overridden by the foregoing.
- 8 The subjectivities are as follows, sight and approval by the Insurer of :

All other terms, conditions and limitations of this policy remain unchanged.

SCHEDULE OF SECURITY

BINDING AUTHORITY NUMBER: B1262BW0094514

<u>Percentage</u>	<u>Insurer</u>
37.38%	Novae Syndicate 2007
33.33%	Canopus 4444 (80%) & 958 (20%)
15%	Liberty 4472
14.29%	AmTrust at Lloyd's 1206