

SECTION A – PREAMBLE

This **POLICY** is concluded by the **POLICYHOLDER** accepting the offer of Insurance made to them by the **INSURER**.

SECTION B – THE OBJECT OF THIS INSURANCE

The **INSURER** will pay **GDPR LOSS** on behalf of the **INSURED**. The maximum amount of **GDPR LOSS** payable shall be the **LIMIT** and the amount payable by the **INSURER** shall be that portion of **GDPR LOSS** which is in excess of the **DEDUCTIBLE**.

SECTION C – PROVISIONS OF THIS INSURANCE

1) *Territorial Limits*

This **POLICY** shall only apply to a **GDPR EVENT** sustained within the European Union (which shall include acts occurring anywhere in the world to the extent that they result in a **GDPR EVENT** within the European Union).

2) *LIMIT*

The **LIMIT** is the maximum aggregate amount of liability of the **INSURER** under this **POLICY** unless specifically agreed otherwise herein. The internal costs of the **INSURER** in administrating this **POLICY** or any **GDPR EVENT** shall not form part of the **LIMIT**. The **DEDUCTIBLE** shall not form part of the **LIMIT**.

3) *DEDUCTIBLE*

The cover available under this **POLICY** shall apply only in excess of any applicable **DEDUCTIBLE**.

4) *Premium calculation*

The Premium is calculated according to the income levels and risk exposure of the **INSURED** and any other matter which the **INSURER** may deem relevant to this **POLICY**.

5) *Premium payment and non-payment consequences*

Notice is hereby given by the **INSURER** that this **POLICY** shall be suspended if the premium has not been received by the **INSURER** within 45 days of the Inception of the **POLICY PERIOD** (or in respect of any installment premium of the due date for such installment). The suspension of this **POLICY** shall begin on the 46th day following inception of the **POLICY PERIOD** (or of the due date in respect of instalment premiums) and the **INSURER** shall not be liable for any **CLAIM** made against the **INSURED** during the Suspension period nor for amounts payable under this **POLICY** which are incurred during the Suspension period. The

period of Suspension shall last for a period of 30 days. Notice is further hereby given that if premium is received within the period of Suspension, then the **POLICY** shall continue in force as if such Suspension period never applied. If the premium is not received within such Suspension period then the **INSURER** hereby gives notice that the **POLICY** shall be cancelled ab initio. This cancellation ab initio may be revoked by the **INSURER** at their discretion at any time.

6) *Double insurance, Insufficient insurance*

This **POLICY** is intended to provide primary insurance coverage. Therefore if there are any other insurances affording similar cover, this **POLICY** shall apply first.

In the event that any **GDPR LOSS** is greater than the **LIMIT**, then there shall be no impact on the amount payable under this **POLICY**

7) *Cancellation provisions*

This **POLICY** may be cancelled by the **POLICYHOLDER** for any reason. In such event the **INSURER** shall return the pro-rata portion of premium for the remaining **POLICY PERIOD** but shall retain an Administration Fee of EUR 200. In the event that the return premium due to the **POLICYHOLDER** is less than EUR 200, then then no return of premium shall be due.

The **INSURER** may only cancel this **POLICY** in accordance with the conditions applicable to non-payment of premium.

8) *Law and Jurisdiction*

This **POLICY** shall be construed and governed by the **APPLICABLE LAW**.

Any matters regarding the construction or governance of this **POLICY** shall fall within the jurisdiction of the **APPLICABLE COURT**.

9) ***POLICY** termination / renewal*

Unless either:

a) notice to cancel this **POLICY** at the Expiry Date detailed in Item 3 of the **SCHEDULE** is provided by either party no later than three calendar months prior to such Expiry Date; and/or

b) a **GDPR EVENT** has been notified under this **POLICY**

this **POLICY** will renew tacitly for a further period of 12 months to incept on the Expiry Date detailed in Item X of the **SCHEDULE**.

10) *Complaints procedure*

In the event that you are not satisfied with any aspect of this **POLICY** and wish to make a complaint, you must first contact your Insurance Intermediary who will advise the appropriate course of action. In the event that you did not use an Insurance Intermediary to arrange this **POLICY**, please use the contact details specified in ITEM 11 of the **SCHEDULE** to address your complaint to the **INSURER**.

The **INSURER** shall look to resolve any matter as soon as possible and in any event within 15 days. Should you remain dissatisfied with the responses from any or all of the above parties (or if you have not received responses within the specified timeframes) then you may

refer your complaint to the relevant regulator for your country. Please contact the **INSURER** for details of the relevant regulator in your country.

Nothing in this Complaints Procedure shall in any way affect your rights in law with respect to this **POLICY**.

11) *Sanctions clause*

The **INSURER** shall not provide cover nor 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** 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.

12) *Non-disclosure clause*

The information received and held by the **INSURER** with respect to this **POLICY** shall be treated as confidential and the **INSURER** shall hold such information in accordance with the relevant data protection laws of the country of domicile of the **INSURER**. There may be instances where a legally empowered authority may require the **INSURER** to provide them with information concerning this **POLICY** and where the law allows, the **INSURER** shall inform the **POLICYHOLDER** of such requirement.

13) *Several liability clause*

The obligations of the **INSURERS** (where there is more than one and/or where any one or more insurer is a Syndicate at Lloyd's of London) subscribing to the contract are several and not joint and are limited solely to the extent of their individual subscriptions and no one **INSURER** is responsible for the subscription of any co-subscribing **INSURER** who for any reason does not satisfy all or part of its obligations.

14) *Full severability*

Any action, inaction or knowledge of any one **INSURED** shall not be imputed to any other **INSURED** in so far as any determination of available coverage is made. However, the action, inaction or knowledge of a **DIRECTOR** shall be imputed to the **INSURED COMPANY** of whom such person is a **DIRECTOR**.

SECTION D – CONDITIONS OF THIS INSURANCE

1) ***GDPR EVENT** Notification*

The **INSURED** shall inform the **INSURER** (via the following email address GDPRclaims@Colemont.lt or in writing at the **INSURER's** address as detailed in Item X of the **SCHEDULE**) as soon as practicable of any **GDPR EVENT** and in any event within 30 days of the Expiry Date detailed in Item 3 of the **SCHEDULE**.

2) ***GDPR LOSS** Calculation*

The **INSURER** shall calculate **GDPR LOSS** with respect to the conditions of this **POLICY** and **APPLICABLE LAW**.

3) *Assessment of a **GDPR LOSS***

The **INSURER** shall assess a **GDPR LOSS** with respect to the conditions of this **POLICY** and **APPLICABLE LAW**. However, where a **GDPR EVENT** concerns partly matters which may be covered under this **POLICY** and partly matters which may not be covered under this **POLICY**, then the **INSURER** shall determine a proper allocation of cover in accordance with the **APPLICABLE LAW**. In any event, the **INSURER** shall indemnify the **INSURED** for 100% of **GDPR COSTS**.

4) *Process for payment of **GDPR LOSS***

From the point at which the **INSURER** has received all the relevant information and has been able to confirm the validity of cover, the **INSURER** has a maximum of 30 days to make payment of any amounts due to the **INSURED** in respect of such **GDPR EVENT**.

5) *Obligations and rights of the **INSURED***

The **INSURED** shall comply with terms and conditions of this **POLICY** and may cancel the policy in accordance with the provisions of the **APPLICABLE LAW**.

The **INSURED** shall not do anything that intentionally prejudices the position of the **INSURER** with respect to **GDPR LOSS**, including admission of liability in respect of any **GDPR EVENT** without having the prior agreement on the **INSURER**. However, any instance of self-reporting made by the **INSURED** to any authority legally empowered to receive such self-reporting shall not constitute an admission of liability.

The **INSURED** is obliged to pay the required Premium when due.

6) *Obligations and rights of the **INSURER***

The **INSURER** shall make payment under this **POLICY** when due and may not cancel this **POLICY** except in the case of non-payment of premium and in such case only in accordance with the provisions of the **APPLICABLE LAW**.

Where required by the **INSURED**, the **INSURER** shall conduct the defence of a **GDPR EVENT** on behalf of the **INSURED** to the extent permitted under the **APPLICABLE LAW**.

The **INSURER** shall not do anything that intentionally prejudices the position of the **INSURED** with respect to **GDPR LOSS**, including admission of liability in respect of any b without having the prior agreement on the **INSURED**.

7) *Subrogation Rights*

The **INSURER** has the right to assume any available subrogation rights with respect to a **GDPR LOSS** in accordance with the Subrogation provisions of this **POLICY**. In the event the **INSURER** obtaining such subrogation rights then the **INSURED** shall assist the **INSURER** with all reasonable requests from the **INSURER** and if the **INSURER** makes recovery in excess of the amount paid under this **POLICY** then the excess amount shall be paid to the **INSURED**.

The rights of subrogation available under this **POLICY** shall not apply to recovery against an **INSURED**.

SECTION E – DEFINITIONS

APPLICABLE LAW means

the substantive law of the country detailed in Item 9 of the **SCHEDULE**.

APPLICABLE COURT means

those courts and tribunals detailed in Item 10 of the **SCHEDULE**

DEDUCTIBLE mean

the applicable deductible specified in ITEM 7 of the **SCHEDULE** and shall apply to each **GDPR EVENT** separately. The **DEDUCTIBLE** in respect of each **GDPR LOSS** shall apply independently of the **DEDUCTIBLE** for **GDPR COSTS** and vice versa.

GDPR FINE means

any administrative fine imposed by or on behalf of a **SUPERVISORY AUTHORITY** but only to the extent that such fine is based on or directly related to a **GDPR EVENT**.

GDPR LOSS means

GDPR COSTS and **GDPR FINES** up to the limits detailed in ITEMS 5 and 6 of the **SCHEDULE** respectively.

GDPR EVENT means

- a) the commencement of any action by a **SUPERVISORY AUTHORITY(IES)** as provided under Regulation (EU) 2016/679 and any amendments thereto, or reenactments or replacements thereof (and this shall be deemed to also include any legislation in any member state to the extent such legislation is enacted in order to allow integration of Regulation (EU) 2016/679 into local laws and customs) against or in any way involving the **INSURED** as defendant or subject; and/or
- b) the notification by the **INSURED** to **INSURERS** of reasonable belief held by the **INSURED** that an event as detailed in a) above is likely to occur.

GDPR COSTS means

any costs and expenses incurred by or on behalf of an **INSURED** which are related to the investigation, mitigation, defence, negotiation and/or administration of a **GDPR EVENT** or which are agreed as such by the **INSURER**.

INSURED means

the **POLICYHOLDER** and any **SUBSIDIARY**;

INSURER means

the insurance carrier specified in Item 11 of the **SCHEDULE**

LIMIT means

the limit specified in ITEM 4 of the **SCHEDULE**

POLICY means
this wording and the attached **SCHEDULE**.

POLICYHOLDER means
the entity specified in Item 2 of the **SCHEDULE**

POLICY PERIOD means
the period of insurance specified in ITEM 3 of the **SCHEDULE**

SCHEDULE means
the **SCHEDULE** as issued and signed by the **INSURER**

SUBSIDIARY means
any legal entity which, at the point in time of a **GDPR EVENT** and/or the underlying act giving rise to the **GDPR EVENT**, is more than 50% owned and/or controlled by another **INSURED**.

SUPERVISORY AUTHORITY means
any local or cross-border authority established under Article 51 of Regulation (EU) 2016/679 solely in respect of its powers as established under the such Regulation.

GDPR Schedule A

(Companies with Annual Turnover less than EUR 50,000,000)

Item 1

Policy Number

Item 2

POLICYHOLDER:

Name

Item 3

POLICY PERIOD:

From: dd/mm/yyyy at 00.00 EET

To: dd/mm/yyyy at 00.00 EET

Item 4

LIMIT:

*EUR 1,050,000 in the aggregate for the **POLICY***

PERIOD

Item 5

GDPR COSTS limit:

*EUR 50,000 in the aggregate for the **POLICY PERIOD***

Item 6

GDPR FINE limit:

*EUR 1,000,000 in the aggregate for the **POLICY PERIOD***

Item 7

DEDUCTIBLE:

*10% of Each and Every **GDPR FINE** subject to a*

minimum of

EUR 10,000

*No deductible to apply to **GDPR COSTS***

Item 8

Premium:

Item 9

APPLICABLE LAW:

Lithuania

Item 10

APPLICABLE COURTS:

Courts of Lithuania

Item 11

INSURER:

TBE

GDPR Schedule B
(Companies with Annual Turnover EUR 50,000,000 to EUR 250,000,000)

Item 1
Policy Number

Item 2
POLICYHOLDER: *Name*

Item 3
POLICY PERIOD: *From: dd/mm/yyyy at 00.00 EET*
To: dd/mm/yyyy at 00.00 EET

Item 4
LIMIT: *EUR 5,100,000 in the aggregate for the **POLICY***
PERIOD

Item 5
GDPR COSTS limit: *EUR 100,000 in the aggregate for the **POLICY PERIOD***

Item 6
GDPR FINE limit: *EUR 5,000,000 in the aggregate for the **POLICY PERIOD***

Item 7
DEDUCTIBLE: *10% of Each and Every **GDPR FINE** subject to a*
minimum of
EUR 20,000
*No deductible to apply to **GDPR COSTS***

Item 8
Premium:

Item 9
APPLICABLE LAW: *Lithuania*

Item 10
APPLICABLE COURTS: *Courts of Lithuania*

Item 11
INSURER: *TBE*