

MASTER POLICY

SCHEME: SOUTH WALES POLICE FEDERATION MOBILE PHONE INSURANCE

SCHEME REFERENCE NUMBER: WUKMOB13B015

The Insurer

This insurance is underwritten 100% by AmTrust Europe Limited hereinafter referred to as 'the **Insurer**'. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, firm reference number 202189.

1. POLICY SCHEDULE

MASTER POLICY:	South Wales Police Federation
MASTER POLICY PERIOD:	From 1 st March 2021 for a period of 12 months
MASTER POLICYHOLDER:	The Trustees of the Group Scheme
ADDRESS:	South Wales Police Federation Pencoed Police Station Heol Y Groes Pencoed Bridgend CF35 5PE
BENEFICIARY:	Means any Eligible Group Scheme Member and/or spouse of an Eligible Group Scheme Member or Retired Group Scheme Member and or spouse of that Retired Group Scheme Member who has been provided with the Mobile phone insurance cover as part of a benefits package.
RETAIL PREMIUM:	Means the gross premium payable for the insurance under this Master Policy, inc IPT . where applicable.
COVER PERIOD FOR BENEFICIARIES:	Annual policy - 12 months starting from the date of purchase or renewal of the benefits package
TYPE OF INSURANCE:	This Master Policy provides insurance cover in respect of the repair or replacement cost of the Beneficiary's Mobile phone in the event of theft, accidental loss, accidental damage or breakdown whilst in the Beneficiary's possession during the period of insurance subject to the terms, conditions, limitations, exclusions and Limit of Liability as described in Evidence of Cover .
INSURING CLAUSE:	In return for payment of the required premium, the Insurer hereby agrees to provide insurance as detailed herein and in any Appendix hereto.

2. DEFINITIONS

Administrator: means Voyager Insurance Services Ltd., 13-21 High Street, Guildford, Surrey, GU1 3DG. Authorised and regulated by the Financial Conduct Authority (FCA) under registration number 305814.

Broker: means Philip Williams (G Ins) Management Limited , 35 Walton Road, Stockton Heath, Cheshire, WA4 6NW. Authorised and regulated by the Financial Conduct Authority (FCA) under registration number 827663

Beneficiary(ies): Means either a serving Group Scheme Member or a retired Group Scheme Member (and their spouse if applicable) who is a current member of the master policyholder who has chosen to purchase the range of benefits. These benefits are provided free of charge while the eligible Group Scheme Member is a probationer.

Claims Administrator: Means Brightstar Insurance Services B.V. (UK Branch), Weston Road, Crewe, Cheshire, CW1 6BU. Telephone number 0344 412 0982 or email PW.InsuranceServices.UK@Brightstar.com. Brightstar Insurance Services B.V. is a Dutch company (57476829) authorised and regulated in The Netherlands by The Authority for Financial Markets (12041994) and registered to operate in the United Kingdom by the Financial Conduct Authority (FRN 610709). They are authorised to administer claims made under this policy on behalf of the **Insurer**.

Data Controller, Data Subject, Personal Data, Processor and Processing: Shall have the respective meanings given to them in applicable **Data Protection Legislation** from time to time (and related expressions, including process, processing, processed, and processes shall be construed accordingly)

Data Protection Legislation: Means all applicable data protection and privacy legislation, regulations and guidance including, without limitation:

- i. Data Protection Act 2018 and Regulation (EU) 2016/679 ("GDPR"), the Privacy and Electronic Communications (EC Directive) Regulations (all as amended, updated or re-enacted from time to time), any law based on or seeking to enact any such provisions in the United Kingdom to the GDPR; and
- ii. Any applicable guidance or codes of practice issued by Working Party 29, the European Data Protection Board or Information Commissioner from time to time (all as amended, updated or re-enacted from time to time).

Evidence of Cover: Means the documents issued to the **Beneficiary** in accordance with the terms of this Master Policy. The **Evidence of Cover** may include a copy of the Insurance Policy Wording and Summary as shown in the Scheme Benefits Booklet and Schedule and any endorsement issued to amend or update the Insurance Policy.

Excess: Means the amount to be paid towards the cost of each and every successful claim. The amount is as stated in the policy document.

FCA: Means the Financial Conduct Authority or its successor.

IMEI number: Means the international mobile equipment phone identity number which is the unique identification number that is used to identify the **Mobile phone**.

Insurer: Means AmTrust Europe Limited whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG (registered number 01229676), is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, firm reference number 202189. This insurance is underwritten 100% by AmTrust Europe Limited.

IPT: Means Insurance Premium Tax charged under the Finance Act 1994 or any subsequent amendments thereto.

Limit of Liability: Means the **Insurer's** maximum liability for any one claim which shall not exceed the maximum repair or replacement value of the **Mobile phone** (up to a limit of £1,500 inclusive of VAT) at the time of replacement or repair. The **Insurer's** maximum total liability during any rolling period of 12 months from the commencement date of this insurance shall not exceed £1,500 including VAT. The maximum liability limit includes cover of up to £750 including VAT for unauthorised data usage for a period of up to 24 hours directly following a valid theft or accidental loss claim.

Mobile phone: Means the single hand portable cellular telephone that is no more than 8 years old at the time of an incident and has a fully functioning SIM card.

Party(ies): Means the **Insurer, Master Policyholder, Administrator, Broker and Claims Administrator** collectively.

Retail Premium: Means the gross premium payable for the insurance under this Master Policy, including **IPT** where applicable. The **Premium** is to be collected and distributed by the **Administrator** as outlined in Section 5.

Security Breach: Means any actual, threatened, or reasonably suspected:

- (a) unauthorised use of, or unauthorised access to **Personal Data**, damage to, or inability to access, **Personal Data** due to a malicious use, attack or exploit of such **Personal Data**;
- (b) unauthorised access to, theft of or loss of **Personal Data**;
- (c) unauthorised use of **Personal Data** for purposes of actual, reasonably suspected or attempted theft, fraud, identity theft or other misuse; (d) unauthorised disclosure of **Personal Data**.

3. AUTHORISATION

- 3.1 The **Insurer** authorises the **Administrator** to provide a copy of this Master Policy to each new and renewing Master **Policyholder**.
- 3.2 The **Insurer** authorises the **Broker** to provide insurance under this Master Policy to all of the **Beneficiaries** of the **Master Policyholder**.

4. FULFILMENT: INSURANCE DOCUMENTATION

The documents pertaining to the **Evidence of Cover** are included at Appendix 1.

4.1 *Integrity of documentation*

- 4.1.1 The wording of the **Evidence of Cover** shall be as agreed by the **Insurer** prior to the commencement of this Master Policy, as attached in Appendix 1. All such documentation will comply with regulatory requirements.
- 4.1.2 The **Parties** agree that:
 - (a) no other form of any of these documents will be used without the prior written approval of the **Insurer**, such approval not to be unreasonably withheld or delayed, and
 - (b) all other customer facing documents, web-content, promotional literature and call centre scripting must be pre-approved by the **Insurer** in writing, such approval not to be unreasonably withheld or delayed.

4.2 *Fulfilment*

- 4.2.1 The **Administrator** or the **Broker on** behalf of the **Insurer** shall provide each Master **Policyholder** with a copy of the **Master Policy** within seven days of the inception or renewal of the agreement.
- 4.2.2 Once the **Master Policy** has been incepted or renewed the **Master Policyholder** or the **Broker**, on behalf of the **Insurer**, shall provide each new or renewing **Beneficiary** with the **Evidence of Cover**. This will be sent within 2 working days of enrolment or renewal of participation in the scheme.

- 4.3 The Policy Wording forming part of the **Evidence of Cover** shall include full details of:
- (a) The cover and benefits
 - (b) The limits and exclusions
 - (c) Duration of cover
 - (d) Cancellation rights
 - (e) Claims procedure
 - (f) Service and Complaints Procedure
 - (g) Compensation Scheme
 - (h) Choice of law
 - (i) Data Protection Act rights and requirements
 - (j) Identity of the **Parties**

5. PREMIUM ADMINISTRATION

5.1 *Premium basis*

A single **Gross Premium** and the applicable **IPT** is payable by the **Master Policyholder** in respect of each **Beneficiary** at the time of the provision of the insurance policy.

The **Administrator** will receive a monthly declaration of numbers to be insured from the **Master Policyholder** via the **Broker** within 45 days of each month end, which confirms the number of registrations and **Beneficiaries** in respect of the previous month. The **Gross Premium** and **IPT** shall be paid to the **Administrator** within 21 days from receipt of the monthly statement.

5.2 *Agreed Deductions*

The **Administrator** is authorised to deduct its fees as applicable from the monthly remittance of **Gross Premium** and **IPT**.

5.3 *Premium remittance to the Insurers*

5.3.1 The **Administrator** shall remit all **Gross Premiums** and **IPT** collected from the **Master Policyholder** to the **Insurer** via the **Broker** within 70 days of each month end. The payment must accompany the relevant reports and bordereaux as set out in Section 6.

5.4 *Non-remittance by the Master Policyholder*

In the event that any premium and/or **IPT** is not paid on or before the date, it became due, 14 days will be granted with which to redress the non-payment.

If after these 14 days the non-payment has not been redressed the **Insurer** shall have the right to effect cancellation of this Master Policy in accordance with Section 12. In such event, the outstanding premium will remain due to the **Insurer** who is obliged to provide cover.

6. REPORTING BY THE ADMINISTRATOR

6.1 *New Business, Renewals, Cancellations and Mid Term adjustments: Timing of reports/ bordereaux*

The **Broker** will create reports and bordereaux detailed in this Section in a format agreed by the **Insurer**.

6.2 A separate monthly report on Complaints as outlined in Section 9.

6.3 A separate monthly report on TCF issues as outlined in Section 8.

6.4 A separate report arising from Sanctions Screening as outlined in Section 13.

6.5 *Monthly premium reports and bordereaux*

6.5.1 *Scope of reporting*

The **Administrator** together with the **Broker** must provide the **Insurer** with the following information on the agreed format/ bordereaux:

- (a) the number of **Beneficiaries** covered by the scheme
- (b) number of cancellations received
- (c) number of complaints received in respect of sales
- (d) the **Gross Premium**
- (e) the fee or commission payable to any **Party**
- (f) the net premium due to the **Insurer**
- (g) the **IPT** as calculated against (d)

7. **CLAIMS ADMINISTRATION**

7.1 *Claims: General*

The **Claims Administrator** is authorised by the **Insurer** to handle claims assessment, negotiation and settlement in accordance with the provisions stated in a separate Claims Handling Agreement between the **Claims Administrator** and the **Insurer**.

All claims notified to the **Master Policyholder, Administrator** or **Broker** should be referred to the **Claims Administrator**.

7.2 In the event of a complaint in respect of a claim or any claim dispute from a **Beneficiary**, the **Claims Administrator** must deal with the matter as outlined in the Claims agreement in line with Section 9. All complaints notified to the **Master Policyholder, Administrator** or **Broker** should be referred to the **Claims Administrator**.

8. **TRAINING AND COMPETENCE AND TREATING CUSTOMERS FAIRLY**

8.1 All **Parties** must demonstrate a proper understanding of the features of the insurance, provide training and maintain competency to offer the insurance.

8.2 All **Parties** ensure that the fair treatment of **Beneficiaries** is central to their corporate culture, provide **Beneficiaries** with clear information about the insurance before, during and after inception, as appropriate.

8.3 If they provide advice to a **Beneficiary**, ensure that the advice is suitable and takes account of the **Beneficiary's** circumstances.

8.4 All **Parties** ensure that the insurance performs as **Beneficiaries** have been led to expect, and ensure that the associated service is of an acceptable standard and as **Beneficiaries** have been led to expect.

8.5 **Parties** must not impose unreasonable post-sale barriers to change a policy, submit a claim or make a complaint.

8.6 A log must be kept of any TCF issues and responses and sent to the **Insurer** quarterly.

9. **COMPLAINTS HANDLING FOR ALL COMPLAINTS ARISING FROM SERVICE/SALES AND CLAIMS**

9.1 In the event of a complaint in respect of a claim or any claim dispute from a **Beneficiary**, the **Claims Administrator** must deal with the matter as set out in the Claims agreement.

- 9.2 In the event of a complaint in respect of sales or service from a **Beneficiary**, the **Administrator** must deal with the matter in line with the **Insurers** requirements.
- 9.3 The **Master Policyholder** must advise the **Beneficiaries** to contact the above in respect of any complaint and should not attempt to deal with any issue.

10. SHARING MANAGEMENT INFORMATION

10.1 *General agreement*

The **Parties** agree to assist with the provision of the following information and data to allow for preparation and exchange of information to optimise the performance of the business conducted under this Master Policy and to ensure adherence to the principles of Treating Customers Fairly.

10.2 *Frequency of reporting*

The **Parties** agree to provide the following reports or share the following information with each other as relevant and as agreed.

10.2.2 Complaints to be analysed by the **Insurer** based on reports provided by the **Administrator and Claims Administrator** outlined in 9 above.

10.2.3 Treating the Customer Fairly reports and logs to be analysed by the **Insurer** based on reports provided by the **Administrator and Claims Administrator** outlined in 8 above.

11 USING, SHARING AND PROTECTING DATA

11.1 *Roles of the Parties*

In relation to Personal **Data** collected, used and shared under this Master Policy:

In accordance with permission granted by the **Data Controller(s)**, the **Data Processor(s)** shall be:

- (a) the **Administrator**, jointly with
- (b) the **Master Policy Holder and**
- (c) the **Claims Administrator**
- (d) the **Insurer**
- (e) the **Broker**

11.2 *Data Protection Legislation*

All **Parties** shall each ensure that they are aware of and comply with their obligations under the **Data Protection Legislation**, whether as a **Data Controller** or **Data Processor** as appropriate, and that they are included in the register maintained by the Information Commissioner. Data regarding **Beneficiaries** or prospective **Beneficiaries** to be processed in accordance with the **Data Protection Legislation** and only for the purposes of providing insurance to **Beneficiaries** and prospective **Beneficiaries** and of handling their claims pursuant to this Master Policy.

11.3 *Consent to the processing of personal data*

Prior consents is required from all **Beneficiaries** and/or prospective **Beneficiaries** (as appropriate) to the initial and ongoing capture, processing and sharing of their **Personal Data** by the **Parties** and any other **Party** providing services under the **Beneficiaries'** policies. The **Administrator and Master Policyholder** will indemnify the **Insurer** and any representative appointed by it in connection with this agreement against any liability arising from such consents having not been obtained as required under the provisions of the **Data Protection Legislation**.

11.4 *Responsibilities and duties of the Parties*

In acting as **Data Controller** or **Data Processor**, the **Parties** to this Master Policy hereby confirm that when processing data concerning **Beneficiaries** or prospective **Beneficiaries** they:

- (a) take appropriate technical and organisational measures to keep **Personal Data** secure and to prevent any unauthorised access, use, publication, disclosure, accidental loss, destruction or damage of such data (such as the use of encryption or other measures to protect data, secure hard copy filing, data retention guidance and data purging programmes);
- (b) take appropriate measures to comply with any confidentiality agreement in place;
- (c) will not sub-contract services to third **Parties** without the explicit consent of the other **Party**;
- (d) will, upon reasonable notice being given, allow the other **Parties** to inspect the security controls implemented to protect the data and will make data files pertaining to this Master Policy (electronic and/or manual) available for the purpose of inspection or audit;
- (e) take all reasonable steps to ensure the reliability of any persons who have access to **Personal Data**;
- (f) will act only on instruction from each other and will only disclose the **Personal Data** held in line with each other's instructions;
- (g) will advise each other immediately of any **Security Breaches** involving **Personal Data** and their plan and timescales to rectify such breach together with the action that will be taken to prevent any recurrence of such breach in future;
- (h) acknowledge that data provided to each other shall remain the exclusive property of the party providing the data and will hand over all copies of data to the party providing the data upon expiry or termination of this Master Policy;
- (i) will advise each other immediately of any significant changes to its security approach; and
- (j) confirm that the **Personal Data** supplied under the Master Policy terms will only be retained and used for the purpose for which it has been supplied.

11.5 *Records and provision of information*

All **Parties** shall provide, at the request of the other, such information in their possession concerning **Beneficiaries** relating to this Master Policy as may reasonably be required provided that none of the **Parties** shall be required to do anything which may be in breach of any duty of secrecy or confidentiality or in contravention of the **Data Protection Legislation**.

All **Parties** shall:

11.5.1 keep a record of any **Personal Data Processing** it carries out;

11.5.2 notify the other **Party** promptly (but in any event within 24 hours) should it:

- (a) receive any **Data Subject** access request or complaint or any information notice, enforcement notice or other correspondence from a regulator, individual or third party in respect of the other **Party**;
- (b) suffer a **Security Breach** relating to the other **Party's** data;
- (c) become aware of any circumstance which may cause the other **Party** to breach this clause, or which may cause the other **Party** to breach the **Data Protection Legislation**.

11.6 *Confidentiality of information*

The **Parties** agree to keep confidential and not to use or disclose any information gained about **Beneficiaries**, or the **Party** themselves other than public information which became public information other than through breach of this Master Policy or for the performance of their obligations under this Master Policy or as required to do so by law or regulation. **The Parties** shall be bound by the same duty of confidentiality as applies to **Parties** hereto.

11.7 *Ownership of Beneficiaries*

No **party** shall solicit the **Beneficiaries** for any reason unless explicitly authorised to do so. However, nothing in this agreement shall prevent the **Insurer** from communication with a **Beneficiary** where:

- (a) any **Party** can show that the **Beneficiary** was known to it prior to the name being disclosed under this agreement; or
- (b) where such communication is pursuant to the name of the **Beneficiary** being disclosed to the **Party** by any other person otherwise than in breach of any obligations of confidentiality owed to the **Administrator**; or
- (c) where such communication arises from a request made by the **Beneficiary**.

12. MASTER POLICY RENEWAL, TERMINATION & ALTERATION

12.1 *Renewal*

The Master Policy may be renewed at expiry as stated in this Master Policy. If the Master Policy is not going to be renewed by the **Insurer**, the **Master Policyholder** shall be given 90 days' prior written notice. If no such notice is given the Master Policy will renew automatically.

12.2 *Termination with notice*

Excepting for the provisions of 12.3 and 12.4, the **Insurer** may terminate this Master Policy at any time by giving 90 days' written notice to the **Master Policyholder** at the appropriate address.

12.3 *Immediate termination by the Master Policyholder*

The **Master Policyholder** may terminate this Master Policy by notice in writing with immediate effect:

12.3.1 where the **Insurer** fails to perform a material obligation under this Master Policy and, where the breach is capable of remedy, fails to remedy the breach within 30 days of receiving written notice from the **Master Policyholder** giving details of the breach and requiring it to be remedied by the **Insurer**;

12.3.2 if the **Insurer** fails to maintain in effect any licence or authorisation which they may require by law or regulation for the performance of their obligations under this Master Policy or are prohibited by law or regulation from carrying on their business or a substantial part thereof;

12.3.3 if the **Insurer** becomes insolvent or unable to pay their debts within the meaning of Section 123 or 268 of the Insolvency Act 1986, or upon the commencement of winding up, receivership, administrative receivership or administration or any similar event in relation to the **Insurer**, or ceases or threatens to cease carrying on business.

12.4 *Immediate termination by the Insurers*

The **Insurer** may terminate this Master Policy by notice in writing with immediate effect:

12.4.1 any failure to remit premiums and **IPT** to the **Insurer** in accordance with Section 5.3;

- 12.4.2** any failure to perform a material obligation under this Master Policy and, where the breach is capable of remedy, fails to remedy the breach within 30 days of receiving written notice from the **Insurer** giving details of the breach and requiring it to be remedied;
- 12.4.3** any failure to keep in effect any licence or authorisation which it may require by law or regulation for the performance of its obligations under this Master Policy or is prohibited by law or regulation from carrying on its business, or a substantial part thereof;
- 12.4.4** insolvency or inability to pay debts within the meaning of Section 123 or 268 of the Insolvency Act 1986, or upon the commencement of winding up, receivership, administrative receivership or administration or any similar event in relation to the **Master Policyholder** or if the **Master Policyholder** ceases or threatens to cease carrying on business;
- 12.4.5** if at any time the **Master Policyholder** enters into or makes an agreement similar in its effect to that which this Master Policy provides in respect of insurance for the **Mobile phone** in the same form as those covered by this Master Policy.
- 12.5** *Effect of termination or non-renewal and the rights of existing **Beneficiaries***
In the event of termination or non-renewal of this Master Policy:
- 12.5.1** the right of the **Administrator** and / or **Master Policyholder** to promote the insurance cover provided under this Master Policy in respect of the **Mobile phone** shall be withdrawn from the effective date of such termination or non-renewal;
- 12.5.2** the right of the **Administrator** and / or **Master Policyholder** to attach further **Beneficiaries** for insurance under this Master Policy shall be withdrawn from the effective date of such termination or non-renewal;
- 12.5.3** the insurance cover provided for existing **Beneficiaries** whose cover commenced prior to such termination or non-renewal shall not be affected in any way and shall remain in force until the original scheduled expiry date of such existing **Beneficiaries'** insurance;
- 12.5.4** the duties and obligations of the **Parties** relating to this Master Policy shall remain in force in as much as they apply to any outstanding matters relating to existing **Beneficiaries** and until settlement has been made of all individual insurance claims hereunder.
- 12.6** *Alteration*
- 12.6.1** The **Insurer** may alter the Terms and Conditions and / or the **Gross Premium** under this Master Policy at any time by giving 90 days' written notice to the other **Parties**. The **Insurer** shall not exercise this right unreasonably.
- 12.6.2** Only a duly authorised official of the **Insurer** as detailed herein may modify this Master Policy or waive any condition, right or requirement contained herein and the **Insurer** shall not be bound by any promise or representation unless it is in writing and signed by one of the said officials.
- 12.6.3** Each alteration to this Master Policy shall be endorsed hereon.
- 12.7** *Effect of alteration and the rights of existing **Beneficiaries***

12.7.1 Any alteration to the Terms and Conditions and / or the **Gross Premium** of this Master Policy shall apply only to **Beneficiaries** accepting cover after the effective date of such alteration. The **Insurer** shall not be permitted to make such alteration retrospectively, unless law or regulation requires such alteration to the Terms and Conditions, or to adversely affect any **Beneficiary** who is in claim or has a claim pending.

13. GENERAL CONDITIONS

13.1 *Literature for external circulation*

None of the **Parties** shall produce any documentation or literature intended for external circulation which includes reference to each other's or bears the service mark or the logo of any others (other than routine reference to each other on standard letters etc.) without the prior written approval of the other.

13.2 *Business conduct*

13.2.1 The **Parties** shall conduct all business under this Master Policy with reasonable care and skill, utmost good faith and integrity.

13.2.2 The **Parties** shall abide by the **FCA's** principles of business.

13.2.3 The **Parties** are responsible for compliance with the regulatory requirements insofar as they relate to the carrying out of their obligations under this Master Policy. Each of the **Parties** shall not knowingly do or omit to do anything that would cause the other party to be in breach of the regulatory requirements.

13.2.4 Where there is a conflict between the provisions of this Master Policy and any of the regulatory requirements, the provisions of such regulatory requirements shall prevail.

13.3 *Inspection of records*

The **Insurer** or its authorised representatives shall upon reasonable prior notice of no less than 5 working days have the right to inspect the records or conduct an audit of the **Administrator** and / or **Master Policyholder** in relation to its obligations to **Beneficiaries** under this Agreement and the **Insurer** or its authorised representative shall have the right to make copies or extracts of any such records as are reasonable and necessary for the purpose. Any such inspection or audit shall be conducted during normal office hours of 9:00 a.m. to 5:00 p.m. Monday to Friday.

13.4 *Intellectual Property*

Intellectual property rights in all items produced or used by the **Parties** in relation to this Master Policy including, but not limited to, documentation and software will vest with the **Party** which produces such item (or, in the case of third party software, with the third party) except that ownership of materials (including name of the party and logos) which are provided by one **Party** to the other for inclusion in such documentation shall not be transferred and no rights whatsoever shall vest in the other party in relation to such materials, names and logos.

13.5 *Enforceability*

In the event that any portion of this Master Policy is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

13.6 *Contracts (Rights of Third Parties) Act 1999 Clarification Clause*

A person who is not a party to this Master Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Master Policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

13.7 *Assignment*

This Master Policy cannot be assigned by either of the **Parties** without the prior written consent of the other which shall not be unreasonably withheld or delayed.

13.8 *Law applicable*

This Master Policy shall be governed by, and construed in accordance with, the Law of England and Wales.

13.9 *General Interpretation*

In this Master Policy words importing the singular shall include the plural and vice versa. Headings are included for ease of reference and convenience only and shall not affect the interpretation of this Master Policy.

14. *Sanctions Screening*

There must be adequate systems and controls in place to comply with the international financial sanctions regime. Details of this system to be confirmed to **Insurer** and any matters of concern or matches to be advised accordingly.

The **Insurer** shall not be deemed to provide cover and shall not be liable to 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.

15. *Acknowledgement*

The **Administrator** (on behalf of the **Insurer**) and the **Master Policyholder** agree to be bound by the terms and conditions of this Master Policy and to comply with its obligations stated herein. Receipt of this Master Policy by email is deemed to be acceptance of the above.

APPENDIX 1

Policy Wording: Version 16.1