



Policy certificate

Insurance effected through the Coverholder:

CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY.

This Certificate is issued by the Coverholder in accordance with the authorisation granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within this Policy. This Policy comprises a Certificate, the Schedule, Wording and all other provisions and conditions attached and any endorsements issued.

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this Policy.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

In Witness whereof this Certificate has been signed by:

A handwritten signature in black ink, appearing to read 'AR H', followed by a wavy line.

Authorised Official

Please examine this document carefully. If it does not meet your needs, please contact your broker immediately. In all communications the policy number appearing overleaf should be quoted.



SCHEDULE

POLICY NUMBER:	DOM0439995835
UNIQUE MARKET REFERENCES:	B087523C9N5051
THE INSURED:	HCI/TCP OTA Holding Ltd
ADDRESS:	Suite 8 59 St. Martins Lane London WC2N 4JS UK
THE UNDERWRITERS:	Underwritten by certain underwriters at Lloyd's and other insurers
THE INCEPTION DATE:	00:01 Local Standard Time on 21 Jun 2024
THE EXPIRY DATE:	00:01 Local Standard Time on 21 Jun 2025
TOTAL PAYABLE:	GBP9,684.00
Broken down as follows:	
Premium:	GBP8,200.00
Policy Administration Fee:	GBP500.00
Insurance Premium Tax:	GBP984.00
LEGAL ACTION:	Worldwide
TERRITORIAL SCOPE:	Worldwide
PRIOR & PENDING LITIGATION DATES:	
Directors & Officers Liability:	21 Jun 2020
Entity Cover:	21 Jun 2020
Employment Practices Liability:	21 Jun 2020
OPTIONAL EXTENDED REPORTING PERIOD:	12 months for 100% of applicable annualised premium
CLAIMS MANAGER:	CFC Underwriting Limited Please report all new claims to: newclaims@cfc.com
WORDING:	Management Liability (GB) v2.3
ENDORSEMENTS:	Complaints Notice (NON USA) Aggregate Limit of Liability Clause Intellectual Property Rights Infringement Exclusion Clause (Absolute) Employment Practices Liability Deductible Amendatory Clause (Redundancy and Termination Claims) Legal Action and Territorial Scope Amendatory Clause Automatic Extended Reporting Period for Retired Directors and Officers Condition Amendatory Clause

SCHEDULE

INSURING CLAUSE 1: DIRECTORS AND OFFICERS LIABILITY

SECTIONS A - E, G AND H COMBINED

Aggregate limit of liability: GBP2,000,000 in the aggregate

SECTION A: INDIVIDUAL COVER

Aggregate limit of liability: GBP2,000,000 in the aggregate, including **costs and expenses**
Deductible: GBP0 each and every claim, including **costs and expenses**

SECTION B: COMPANY REIMBURSEMENT COVER

Aggregate limit of liability: GBP2,000,000 in the aggregate, including **costs and expenses**
Deductible: GBP0 each and every claim, including **costs and expenses**
Deductible: GBP100,000 each and every claim, including **costs and expenses**, for **claims** brought in the United States of America.

SECTION C: ENTITY SECURITIES COVER

NO COVER GIVEN

SECTION D: REGULATORY INVESTIGATION COSTS

Aggregate limit of liability: GBP2,000,000 in the aggregate, including **costs and expenses**
Deductible: GBP0 each and every claim, including **costs and expenses**

SECTION E: OUTSIDE DIRECTORSHIP LIABILITY

Aggregate limit of liability: GBP2,000,000 in the aggregate, including **costs and expenses**
Deductible: GBP0 each and every claim, including **costs and expenses**

SECTION F: ADDITIONAL COVER FOR NON-EXECUTIVE DIRECTORS

Aggregate limit of liability: GBP200,000 in the aggregate, including **costs and expenses**
Deductible: GBP0 each and every claim, including **costs and expenses**

SECTION G: EXTRADITION, ASSETS AND APPEAL COSTS

Aggregate limit of liability: GBP2,000,000 in the aggregate, including **costs and expenses**
Deductible: GBP0 each and every claim, including **costs and expenses**



SECTION H: FAMILY COSTS

Limit of liability:	GBP25,000	each and every claim
Deductible:	GBP0	each and every claim

INSURING CLAUSE 2: ENTITY COVER

Aggregate limit of liability:	GBP2,000,000	in the aggregate, including costs and expenses
Deductible:	GBP5,000	each and every claim, including costs and expenses
Deductible:	GBP100,000	each and every claim, including costs and expenses , for claims brought in the United States of America.

INSURING CLAUSE 3: EMPLOYMENT PRACTICES LIABILITY

Aggregate limit of liability:	GBP1,000,000	in the aggregate, including costs and expenses
Deductible:	GBP20,000	each and every claim, including costs and expenses

INSURING CLAUSE 4: BENEFIT PLAN LIABILITY

NO COVER GIVEN

INSURING CLAUSE 5: CYBER AND PRIVACY

NO COVER GIVEN

INSURING CLAUSE 6: CRIME

NO COVER GIVEN

INSURING CLAUSE 7: KIDNAP AND RANSOM

NO COVER GIVEN

INSURING CLAUSE 8: COURT ATTENDANCE COSTS

Aggregate limit of liability:	GBP100,000	in the aggregate
Deductible:	GBP0	each and every claim

INSURING CLAUSE 9: LOSS MITIGATION

Aggregate limit of liability:	GBP50,000	in the aggregate
Deductible:	GBP0	each and every claim



INSURING CLAUSE 10: REPUTATION AND BRAND PROTECTION

Aggregate limit of liability: GBP100,000 in the aggregate

Deductible: GBP0 each and every claim



OUR REGULATORY STATUS

CFC Underwriting Limited is authorized and regulated by the United Kingdom Financial Conduct Authority (FCA). CFC Underwriting Limited's Firm Reference Number at the FCA is 312848. These details may be checked by visiting the Financial Conduct Authority website at <https://register.fca.org.uk/>. Alternatively the Financial Conduct Authority may be contacted on +44 (0)20 7066 1000.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you in respect of insurance policies that we have underwritten on behalf of insurers. This depends on the type of business and the circumstances of the claim. In respect of general insurance business the FSCS will cover 90% of the claim, without any upper limit and for compulsory classes of insurance, the FSCS will cover 100% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS.

HOW TO COMPLAIN

We intend to provide an excellent service to you. However, we recognize that there may be occasions when you feel that this has not been achieved. If you are unhappy with any aspect of the service that you receive from us, please contact your insurance broker in the first instance, stating the nature of your complaint, the certificate and/or claim number.

Alternatively, you can contact us directly at complaints@cfc.com or please write to:

Chief Executive Officer
CFC Underwriting Limited
85 Gracechurch Street
London EC3V 0AA
United Kingdom

If after taking this action you are still unhappy with the response it may be possible in certain circumstances for you to refer the matter to Lloyd's of London. The contact details are as follows:

Complaints Department
Fidentia House
Walter Burke Way
Chatham
Kent ME4 4RN

Telephone: +44 (0)20 7327 5693
E-mail: complaints@lloyds.com

Your complaint will be acknowledged promptly in writing.

A decision on your complaint will be provided to you, in writing, within 8 weeks of the complaint being made.

If you remain dissatisfied after receiving the response, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS). The contact details are as follows:



Financial Ombudsman Service
Exchange Tower
London
E14 9SR
United Kingdom
Telephone from +44 20 7964 0500
outside the UK:
Telephone from inside 0800 023 4 567
the UK:
Fax: +44 20 7964 1001

The existence of this complaints procedure does not affect any right of legal action you may have against CFC Underwriting Limited or Lloyd's as detailed in the Service of Suit condition on the last page of your policy.

DATA PROTECTION NOTICE

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations. Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

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

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

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

We will process individual insured's details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice and applicable data protection laws.

To enable us to use individual insured's details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to provide to each individual insured this notice, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.



We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice, please contact us directly at dataprotection@cfc.com.

For more information about how we use your personal information please see our full privacy notice, which is available online on our website at:

<http://www.cfc.com/privacy>



AGGREGATE LIMIT OF LIABILITY CLAUSE

ATTACHING TO POLICY DOM0439995835

NUMBER:

THE INSURED: HCI/TCP OTA Holding Ltd

WITH EFFECT FROM: 21 Jun 2024

It is understood and agreed that the following is added to the Schedule:

ALL SECTIONS OF ALL INSURING CLAUSES COMBINED

Aggregate limit of liability: GBP2,000,000 in the aggregate,
including **costs and expenses**

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE
POLICY**



INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT EXCLUSION CLAUSE (ABSOLUTE)

ATTACHING TO POLICY DOM0439995835
NUMBER:

THE INSURED: HCI/TCP OTA Holding Ltd
WITH EFFECT FROM: 21 Jun 2024

It is understood and agreed that the following amendments are made to this Policy:

1. The "Intellectual property rights infringement" **EXCLUSION** is deleted in its entirety.
2. The following **EXCLUSION** is added to "EXCLUSIONS RELATING TO ALL INSURING CLAUSES":

Intellectual property rights infringement

arising directly or indirectly out of the actual or alleged infringement of any patent, copyright, trademark or service mark, design right, domain name, trade secret or any other intellectual property right.

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE
POLICY**



EMPLOYMENT PRACTICES LIABILITY DEDUCTIBLE AMENDATORY CLAUSE (REDUNDANCY AND TERMINATION CLAIMS)

ATTACHING TO POLICY DOM0439995835
NUMBER:

THE INSURED: HCI/TCP OTA Holding Ltd

WITH EFFECT FROM: 21 Jun 2024

It is understood and agreed that in the event the **EMPLOYMENT PRACTICES LIABILITY INSURING CLAUSE** responds to any **claim** arising out of the redundancy or termination of an **employee** the following deductible will apply to that **claim** and not the deductible stated in the Schedule:

Deductible:	GBP50,000	each and every claim, including costs and expenses ; except
Deductible:	GBPERROR	each and every claim, including costs and expenses , for claims brought in the United States of America

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY



LEGAL ACTION AND TERRITORIAL SCOPE AMENDATORY CLAUSE

ATTACHING TO POLICY DOM0439995835

NUMBER:

THE INSURED: HCI/TCP OTA Holding Ltd

WITH EFFECT FROM: 21 Jun 2024

THIS CLAUSE APPLIES TO INSURING CLAUSES 3 ONLY.

It is understood and agreed that "LEGAL ACTION" and "TERRITORIAL SCOPE" as stated in the [Schedule](#) are deleted in their entirety and replaced with the following:

LEGAL ACTION: Worldwide Excluding USA

TERRITORIAL SCOPE: Worldwide Excluding USA

**SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE
POLICY**



AUTOMATIC EXTENDED REPORTING PERIOD FOR RETIRED DIRECTORS AND OFFICERS CONDITION AMENDATORY CLAUSE

ATTACHING TO POLICY DOM0439995835
NUMBER:

THE INSURED: HCI/TCP OTA Holding Ltd
WITH EFFECT FROM: 21 Jun 2024

It is understood and agreed that the “Automatic extended reporting period for retired directors and officers” **CONDITION** is deleted in its entirety and replaced with the following:

Automatic extended reporting period for retired directors and officers

In respect of **INSURING CLAUSES 1 and 4**, if the **company** does not renew this Policy with **us** or with any other insurer, an extended reporting period of 6 years following the **expiry date** will be automatically granted at no additional premium to any **retired director or officer**.

This extended reporting period will cover **claims** first made against the **retired director or officer** and reported to **us** during this 6 year extended reporting period but only in respect of any **wrongful act** committed or alleged to have been committed prior to the **expiry date**, and subject to all other terms, conditions and exclusions of the Policy.

This extended reporting period will not be available in the event this Policy is cancelled in accordance with the “Cancellation” **CONDITION**, or in respect of any **retired director or officer** who retired as a result of:

- a. a **corporate takeover**;
- b. the **company** making a public offering of its securities; or
- c. the insolvency or winding up of the **company**.

SUBJECT OTHERWISE TO THE TERMS AND CONDITIONS OF THE POLICY