

Statement of Fact

Policy Details

Policy number	DAX009995 and DBE109008534	
The insured (you)	MILOSH MEDIA LIMITED	
Your business activities	Software and IT Services, Management Consultancy	
Your turnover	Up to £50,000	
Your employees	Up to 1	This is the total number of employees, directors , contractors and work experience people at any time

This is an important document and you must read it in full

This document records the information you provided, and facts assumed about your business and your directors . It should be read in conjunction with your policy documents.

This information has been considered when calculating the premium, terms and conditions applicable to your insurance.

Please remember that you must make a fair presentation of the risk. This means that you must:

1. disclose every material circumstance which you know or ought to know or, failing that, provide sufficient information to alert your insurer to make further enquiries; and
2. make such disclosure in a reasonably clear and accessible manner; and
3. ensure that, in such disclosure, any material representation as to a:
 - a. matter of fact is substantially correct; and
 - b. matter of expectation or belief is made in good faith.

A circumstance or representation is material if it would influence the insurer's judgement (as a prudent insurer) in determining whether to take the risk and, if so, on what terms. You must also make a fair presentation of the risk to your insurer in connection with any variations, e.g. changes you wish to make to your insurance, in which case you must inform Superscript.

If you fail to make a fair presentation of the risk, then this could affect the extent of cover provided or could invalidate your insurance. If you are in any doubt as to whether a circumstance is material, then you should disclose it anyway.

You must check all the information contained in this document and your policy documents and contact Superscript immediately if any details are incorrect or incomplete. Failure to do so may mean that your insurance is not valid, or your insurer may not be liable to pay all or some of your claims.

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General details

You're domiciled in the UK.

In the last 10 years, You and your directors haven't:

- been declared bankrupt or insolvent or been the subject of bankruptcy proceedings or insolvency proceedings or been disqualified from being a company director
- been the subject of a County Court Judgement, an Individual Voluntary Arrangement, a Company Voluntary Arrangement or a Sheriff Court Decree

You and your directors haven't:

- had a business insurance proposal declined, renewal refused, insurance cancelled or special terms applied
- been convicted of, or charged with (but not yet tried for), or given an official police caution in respect of any criminal offence (other than a motoring offence) which is not spent under the Rehabilitation of Offenders Act
- been subject to an investigation by HM Revenue and Customs which has resulted in a prosecution

You haven't received any advice or recommendations about the suitability of this insurance cover.

Jurisdiction

None of your customer contracts are subject to USA or Canadian jurisdiction.

Professional indemnity

You don't require cover for claims brought against you in the USA or Canada.

If you have individual client contracts with fees over £500k:

- the total limitation of liability under those contracts doesn't exceed £500k; or
- you receive less than £250k of income after deducting the income from licensing and maintenance; or
- the contracts have been signed off and accepted as completely delivered by your client.

You don't offer any advice on investments, or make valuations of any kind including pension funds.

You don't conduct any interim management/turnaround management services.

You don't offer any advice on pollution or asbestos.

If you have individual client contracts with income over £500k;

- your liability under those contracts is limited to £500k or less (unless for contractual provisions involving intellectual property, fraud and bodily injury); or
- you receive less than £250k of income under those contracts after deducting any income from software licensing and maintenance; or
- those contracts have been signed off and accepted as completely delivered by your clients

You don't provide any:

- process control software
- air traffic control technology
- command and control for any moving objects (including satellites)
- payment processing software
- hosted billing, auctioneering or financial trading software

When providing managed services you always enter into a written Service Level Agreement (SLA) with your clients. The terms of your SLA's are observable and numeric, and you provide accurate and on-time delivery of SLA monitoring metrics.

Before entering into or varying the terms of a SLA you follow a documented process for confirming that the terms are reasonably attainable and not beyond your control or tested capability.

In the past 5 years, you haven't breached a SLA which resulted in a service credit, refund or payment to your client over

£2,500.

If you store personal information on mobile devices; it's automatically encrypted.

You require any third party vendors who have access to personally identifiable information to store it securely, have a contractual indemnity if they have a data breach, and maintain professional indemnity insurance.

If you negotiate the cost of Pay Per Click contracts:

- you always make reasonable efforts to make clear to your client that some clicks won't be useful or may be fraudulent; or
- you limit liability under those contracts to £250k or less.

Before using any third-party content such as images, text or music, you always check to ensure that you have the appropriate licence or permission to use it.

You don't provide any:

- financial services
- legal advice
- medical diagnosis or treatment
- accounting or tax advice
- estate agency services
- architectural or surveying services
- civil, structural, mechanical, or electrical engineering

You don't require cover for the sale, transfer, distribution, airdrop, storage or use of digital currencies.

You don't require cover for account information or payment initiation services under PSD2.

You don't collect payment card data.

You don't hold personal information relating to more than 2,500 people.

Claims history

You and your directors haven't sustained any losses or been subject to any claims in the past 5 years that would have been covered under this insurance, nor are you aware of anything that may result in a loss or claim under this insurance in the future.

You don't need to tell us about any interruption to your business as a result of Covid-19.