

COVER DEFINITIONS

Words appearing in bold and capitalised below have the meaning given to them as shown.

Agent: means a duly authorised third party who has been notified to us during the cover period as having rights under this cover in case of **Your** incapacity or death. This definition will also apply in the case of probate where the Third Party is awarded custody.

Blockchain: means the digital ledger in which transactions made in Cryptocurrency are recorded.

Claims Manager: means the person which manages **Your** claim throughout the claims process.

Coincover Certificate of Protection: means **Your** certificate that identifies the level of **Cover** and proves **You** have protection in place should **You** suffer a **Loss** or **Theft** of **Your Cryptocurrency**.

Cover: means this document and its associated documents as described herein, and any endorsements, which when taken together form the contract between **You** and **Us**.

Cover Period/s: means the period of time detailed on **Your Coincover Certificate of Protection**, inclusive of the first and last days, during which cover under the cover is effective, for which **We** have accepted **Your** payment.

Cryptocurrency: means the range of digital currencies **We** protect for **Your** Wallet Service Provider.

Digital Wallet: means a software program that stores private and public keys and interacts with the Cryptocurrency Blockchain to enable users to send and receive Cryptocurrency.

Hardware: means any and all physical components that are used in connection with accessing **Your** Cryptocurrency.

Insurer: means **Our** insurance partner which underwrites and/or re-insures **Your** policy.

Loss/Losses: means the compromise by a Third Party of **Your** private keys which results in the permanent denial of access to **Your** Cryptocurrency as held in the Wallet Service Provider's software.

Named person: means the natural or legal person, persons or entity identified by the **Wallet Service Provider** as being entitled to the benefit of cover under the cover.

Network: means any hardware or software that is involved in the access to **Your** Cryptocurrency.

Online: means all products sold via a website, email, telephone and social media and other digital formats.

Sum Covered: means the maximum amount payable by us in the aggregate under the cover for all claims, losses, damage, costs and expenses.

Terms of Use: means the terms and conditions of use under which the Cover is sold to **You**.

Theft: means any **Loss** of Cryptocurrency by an unauthorised attack on **Your Network**.

Third Party(ies): means anyone other than **You**.

Wallet Service Provider: means the legal entity identified as such within the Contract.

UK Data Protection Legislation: means the Data Protection Act 2018, the UK retained General Data Protection Regulation and the Privacy and Electronic Communications Regulations 2000 and any applicable replacement legislation governing the use and security of personal data.

Us/We/Our: means Digital Asset Services Ltd., the underwriters of the cover and/or the claims manager.

Value/Valuation(s): means the valuation of **Your** Cryptocurrency assets as stated on the **Blockchain**.

You/Your/Yours: means the legal or natural person or entity purchasing the **Cover**.

1 YOUR COVER CONDITIONS

The following conditions apply throughout the **Cover Period/s** for which **You** pay for Your Cover. It's really important that **You** comply with all conditions, and pay for your Cover otherwise, **We** may be entitled to decline any claim **You** make under the **Cover** depending whether such breach is either material to the **Loss** or to the cover provided.

The Terms of Use are in addition to this Theft Cover Document regarding **Your Cover**.

1.1 WHO IS THE **COVER** DESIGNED FOR?

Coincover has been specifically designed for those using **Cryptocurrency** wishing to protect their assets from **Theft**. Provided **Cover** holders can demonstrate their ownership of the assets, they are eligible to receive claims. Ownership can be demonstrated by holding assets in an account/wallet with **Our** approved **Wallet Service Provider**, which is visible to Digital Asset Services Ltd through the supply of services agreement with the **Wallet Service Provider**.

1.2 WHAT CAN BE **COVERED**?

The digital currency defined as **Cryptocurrency**, provided it is held in the wallet of Our **Wallet Service Provider** as shown in the supply of services agreement between **Us** and the **Wallet Service Provider**, within the limits offered under the **Cover**.

1.3 HOW IT WORKS

Coincover protects **You** against **Theft** from **Your** wallet and pays claims up to a maximum of the **Sum Covered**. It responds to the **Value of Cryptocurrency** as at the time and date of the **Theft**. This is then converted to the relevant fiat currency equivalent at the rate applicable at that time and paid into **Your** wallet. If **You** believe **Your** account has been subject to **Theft**, **You** should contact **Us** immediately to make a claim under the conditions set out in this document.

Your specific coverage is defined in **Your Coincover Certificate of Protection**. Should **You** wish to change the **Sum Covered** **You** may do so provided **You** notify **Us**, and **We** agree these changes in writing with **You**.

1.4 HOW MUCH WILL WE PAY

The most that **We** will pay is the **Sum Covered** as shown in **Your Coincover Certificate of Protection** at the time of the **Theft**.

1.5 NO EXCESS

This **Cover** neither requires nor offers any excess/deductibles. This means that **You** do not need to pay any part of any claim arising. **You** will receive **Your** claims payment at the full **Value** as identified on the **Blockchain** at the time and date of the **Theft**.

1.6 COVER PERIOD

Cover starts on the start date on **Your Coincover Certificate of Protection** provided **You** have paid for **Your Cover** and completed **Your** Coincover registration. The registration process includes confirming **Your** identity and creating and linking an account or wallet with **Our** approved **Wallet Service Provider**. **Your Cover** is for a period of 12 months, at the end of the 12 months the **Cover** shall automatically renew for a further 12 months, unless and until you cancel the **Cover** as set out in clause 5.3.

1.8 ENDORSEMENTS

Other changes to the terms and conditions of **Your Cover** are called endorsements and **We** will send **You** details of these separately.

1.9 PAYMENT FOR THIS COVER

Payment is required before cover can be effective and can be paid either in fiat or in cryptocurrency as set out further in clause 5.4.

1.10 MAKING A CLAIM

If **You** need to make a claim tell **Us** as soon as possible by:

- Filling in our Make a Claim form which can be found [here](#).
- Emailing **Our Claims Manager** at claims@coincover.com

Please have the following information available:

- **Your Cover** policy number.
- **Your** name, address and identification details.
- The **Value**, date and time of the **Theft**.
- A description of how it happened to the best of **Your** knowledge.
- a Crime Reference Number from **Your** local law enforcement agency (please report the **Theft** to the Police).

We will then work with the **Claims Manager** to investigate and manage **Your** claim using **Your** preferred method of communication.

We may need **You** to provide more information, or conduct a video conference interview, so **We** can complete the investigation as quickly as possible.

We aim to conclude all claims investigations within 25 days from when **You** provide **Us** with all the relevant information. However, sometimes it can take longer if the issue is complex. Whatever happens, **We** will keep **You** informed regularly.

We aim to pay out within 48 hours of a decision being made.

1.11 HOW WE SETTLE CLAIMS

We will:

- Determine the asset **Valuation** by using the **Cryptocurrency Blockchain** to identify the exact moment and **Value** of **Loss**.
- Once verified by us, **We** will calculate the **Value** of **Loss**, using the fiat currency valuation of the **Cryptocurrency** provided by <https://www.coingecko.com> at the date and time of **Theft**.
- Conduct identity, fraud and FCA sanctions validation.
- Pay that **Value**, never exceeding the **Sum Covered**, to **Your** nominated bank account or to the payment mechanism (credit card or debit card) **You** established with **Us** for the payment of the **Cover**, with no excess or initial deductible taken.
- In the event of a dispute, **We** will seek support from a dispute resolution service. See Clause 5.11 for details.

1.12 ACCURACY OF INFORMATION AND MAKING CLAIMS

The information set out in each document is incorporated into and forms part of the contract between **You** and **Us**. Therefore, if anything is missing or incorrect, please tell **Us** immediately. If **We** establish that **You** carelessly or deliberately provided **Us** with false or

misleading information it could adversely affect **Your Cover** and any claim. If **You** are unsure about whether to tell **Us** something, please contact **Us**.

2 COVER PROVIDED

2.1 WHAT IS COVERED: THEFT

The **Cover** covers **Theft** of **Cryptocurrency** owned by **You** up to the **Sum Covered**, as validated on the **Cryptocurrency Blockchain** as at the time and date of **Theft**, and only when it is held in **Your Digital Wallet** obtained from **Your Wallet Service Provider**. All wallets need to be held under the same account where Coincover is the backup key holder. The **Theft** must have taken place during the **Cover Period**.

2.2 WHAT IS NOT COVERED

We will not make any payment for any claim or expenses relating to the following:

- **You** or anyone indirectly attributable to **You**, sending **Cryptocurrency** to any **Third Party**.
- Failure, breakdown or disruption of the **Cryptocurrency Blockchain**.
- Direct physical loss of or damage to any **Hardware**.

3 CLAIMS CONDITIONS

3.1 CLAIMS MANAGER

Due to the specialised nature of this cover, **We** are working with a dedicated **Third Party** which will handle **Your** claim properly, promptly and fairly. **We** have authorised that **Third Party** to accept notifications from **You**, and to handle **Your** claim on **Our** behalf. **You** must help the **Claims Manager** by providing the information and support they request in responding to **Your** claim. **You** authorise **Us** to share **Your** information with that **Third Party**.

3.2 NOTIFICATION

You must notify **Us** using the details shown above under “1.10 Making a claim: process” as soon as possible if:

- **You** suffer any **Loss** that could be covered by this **Cover**; or
- **You** become aware of an action of **Yours** that could give rise to a **Loss** or claim being made.

Once notice has been made, and accepted by **Us** as valid, **We** will regard any subsequent claim that may arise as notified under this **Cover**.

3.3 WHO MAY GIVE NOTICE AND PROOF

Notice of **Loss** may be given, and proof of **Loss** may be made, by an **Agent** of the **Named Person** in case of absence or inability of the **Named Person** to give the notice or make the proof. Any **Agent** of the **Named Person** must be notified to **Us** in writing and must pass know your customer and anti-money laundering checks.

3.4 CLAIMS CO-OPERATION

We will expect **You** to provide us with full and accurate information about any matter that **You** notify to **Us** under **Your** obligations set out above. **You** must provide **Us** with all information and documentation which **We** reasonably request either in connection with any **Loss** or any other terms and conditions of this **Cover**.

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3.5 BASIS OF SETTLEMENT

Please see “**1.11 How We settle claims**” in the **Your Cover** Conditions section above.

3.6 SUBROGATION RIGHTS

Upon payment of any claim **We** shall be entitled to take over and conduct in **Your** name any claim that **You** may have against a **Third Party**, and, if necessary, to issue and pursue proceedings in **Your** name (but at **Our** own expense) in order to recover **Our** outlay under the **Cover**. **You** will provide all information and assistance which **We** reasonably require in support of any such claim. **You** will not admit, deny, negotiate or settle any such claim without **Our** written consent. Nothing in this section prevents **You** from issuing additional separate proceedings in order to recover **Your** outlay not covered by **Us**. Any such activity will require **Our** written consent, which will not be unreasonably withheld.

3.8 FRAUD

If **You** make a claim under this **Cover** knowing it to be fraudulent or exaggerated in any way, or provide any false or misleading information or documentation in support of any claim, **We**:

- will not be liable to cover any **Loss**; and
- may recover from **You** any sum(s) already paid to **You** as all or part of any claim; and
- may by notice to **You** treat the **Cover** as having been terminated with effect from the time of the fraudulent act, such that **We** are discharged in full from any further liability; and
 - may retain any payment for the **Cover** paid in full; and
 - may notify the relevant authorities.

3.9 SALVAGE RIGHTS

If the **Cryptocurrency** is recovered after the payment of a claim, the **Cryptocurrency** will become **Our** property. This will be the case irrespective of the price/value of the **Cryptocurrency** at the time of recovery.

4 GENERAL COVER EXCLUSIONS

4.1 EXCLUSIONS

These exclusions apply to **Your** entire **Cover**. **Your Cover** does not include any claims arising from:

- Non-payment of the **Cover** payment.
- Confiscation or requisition of **Your** assets by or under order of any Government, public or local authority.
- Earthquake, Radioactive contamination: **Loss** of **Your** assets due to any ionizing radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of

nuclear fuel, or radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

- War risks: war, invasion, act of a foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or any similar event.
- Sonic bangs: **Loss** or damage resulting from pressure waves from aircraft or other flying objects travelling at the speed of sound.
- Pollution or contamination: pollution or contamination unless this is caused by a sudden, identifiable, unexpected and accidental event which occurs during the period of cover
- Any act of terrorism.
- Riot & Civil Commotion: **Loss**, damage, death, bodily injury and/or liability arising during or in consequence of riot or civil commotion occurring elsewhere than in Great Britain, Isle of Man or Channel Islands.

5 GENERAL COVER CONDITIONS

These conditions apply to **Your** entire **Cover**.

5.1 TAKING CARE

You must take all reasonable care to protect **Your Cryptocurrency** and access to them to include:

- A minimum monthly check of **Your** wallet and its contents.
- Maintain up to date address/contact details of **Third Parties** to whom **You** send **Cryptocurrency**.
- Ensure **You** have followed **Your** own procedures and policies as set out in the **Due Diligence Document** that has been supplied by **You** and been approved by **Us**. This includes, but is not limited to, checking and verifying the number, value and destination of any **Cryptocurrency** being sent from **Your** wallet before a transaction is submitted to the appropriate **Network**.

5.2 CHANGES IN CIRCUMSTANCES

Please ensure **You** notify **Us** in writing of any of the following changes:

- Change of **Your** address and or contact details.
- If **You** have any conviction for any offence, excluding parking or speeding offences, or any offences under the Rehabilitation of Offenders Act 1974 or any analogous statutes or legislation in your country of residence.
- Changes to the **Value** of **Your** assets requiring cover beyond what **We** have agreed in **Your Coincover Certificate of Protection**.
- Any other change in **Your** circumstances which **You** believe may impact this cover.

If **You** do not tell **Us** of these then the wrong terms may be quoted, a claim may be rejected, or a payment reduced. **Your Cover** may become invalid and no refund may be made.

5.3 CANCELLING YOUR COVER

Cancellation by **You**

For the **Cover** bought online **You** have a legal right to change **Your** mind within 14 days and receive a refund. **You** have 14 days from the date that **Your Cover** begins. If you cancel after we have started the **Cover**, you must pay us for the services provided up until the time you tell us that you have changed your mind.

Even if **Your** right to change **Your** mind has expired, **You** can still cancel the **Cover**. If **You** want to end the **Cover** in these circumstances, **You** may cancel the **Cover** at any time by giving us 30 days' notice.. Should **You** cancel the **Cover** **We** will refund **You** for the period of any **unused Cover** on a pro-rata basis, unless **You** have made a claim during the **Cover Period** in which case **You** will not be entitled to any refund. If **You** cancel **You** will not have the benefit of any **Cover** from the point of cancellation.

Cancellation by Us

In the unlikely event that **We** wish to cancel **Your Cover** **We** will give **You** a minimum of 30 days' notice of cancellation in writing to **Your** last known email address. If **We** cancel **Your Cover** **We** will refund **Your Cover** payment on a pro-rata basis for any remaining period of cover. **We** reserve the right to cancel **Your Cover** if payment has not been made.

5.4 PAYMENT

Payment can be made by bank transfer or in a range of cryptocurrencies. **We** will collect the full payment at the **Cover** start date and any subsequent renewal dates, inclusive of Tax where applicable.

5.5 ALTERATION TO YOUR COVER

You or **We** may make changes to the terms, conditions and cover provided under this **Cover** with the following conditions:

- **We** will not be deemed to have accepted **Your** revised risk requirements unless **We** confirm in writing; and
- **You** will be under no obligation to accept any amended terms **We** make, but **We** will not accept risks until **You** do so, and this may result in the **Cover** no longer being valid and claims not being met.

5.6 OTHER INSURANCE OR COVER

If **You** claim under this **Cover** for something which is also covered by another contract, warranty or guarantee, **You** must provide **Us** with details of that arrangement, give **Us** help in the collection of information and **You** give **Us** authorisation to contact that **Third Party** from who **We** may seek recovery.

5.7 DATA PROTECTION

We shall comply with all applicable obligations imposed by, or made under, requirements of UK Data Protection Legislation, together with any other applicable regulations, orders or codes of practice which may apply to this **Cover**.

For the purposes of providing **You** with **Cover** subject to these terms and conditions, **We** will need to retain certain information that **You** have provided and may need to transfer that information to other parties. However, **We** will only do so to the extent required in order to perform **Our** obligations under these terms and conditions or to respond to any claim or complaint which **You** may make in respect of the **Cover**.

For a full copy of **Our** privacy policy, which includes full details of how **We** hold and process **Your** personal data and for what purposes, please go to: www.coincover.com/privacy-policy.

We are registered under the Information Commissioners Office (ICO) as a data controller in accordance with UK Data Protection Legislation and **We** undertake to comply with UK Data Protection Legislation in all **Our** dealings with **Your** personal data. **We** may need to collect data which the Data Protection Act defines as sensitive such as criminal convictions. **We** will not use this data except for the specific purpose for which **You** provide it and to provide the services described in this document.

5.8 SANCTIONS, PROHIBITION OR RESTRICTION

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 or United Kingdom.

5.9 CLAIMS HISTORY

You give **Us** the right to search **Your**, or any other persons related to this indemnity, claims history on any databases when **You** apply for this indemnity or when making a claim and the right to record details of any event **You** tell **Us** about which may give rise to a claim

5.10 CREDIT / REFERENCING CHECKS

You give **Us** the right to:

- Carry out credit reference checks on **Cover** holder/s.
- Carry out Identity and Sanctions checks when **You** purchase **Cover**.
- Carry out identity and Sanctions checks ahead of any claim being paid.

5.11 DISPUTE RESOLUTION

Any dispute or claim arising out of, under or in relation to **Cover** or the breach, termination or validity thereof, shall be referred to mediation with the assistance of a mediator agreed between **You** and **Us** or as recommended by the Centre for Dispute Resolution or such similar organisation as **You** and **We** may agree.

If the matter cannot be resolved by mediation then either **You** or **We** will be entitled to pursue the matter through court proceedings.

Notwithstanding the above, either **You** or **We** may seek the immediate protection or assistance of the High Court of England and Wales should it be necessary to do so in order protect any commercial interests.

In any action to enforce **Our** obligations under this **Cover**, **We** can be designated or named as “Digital Asset Services” and such designation shall be binding on **Us**.

6 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

6.1 **We** are responsible to **You** for foreseeable loss and damage caused by **Us**. If **We** fail to comply with these terms and conditions of **Cover**, **We** are responsible for loss or damage **You** suffer that is a foreseeable result of **Our** breaking of these terms and conditions or **Our** failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both **We** and **You** knew it might happen, for example, if **You** discussed it with **Us** during the sales process.

6.2 **We** do not exclude or limit in any way **Our** liability to **You** where it would be unlawful to do so. This includes liability for death or personal injury caused by **Our** negligence; for fraud or fraudulent misrepresentation; for breach of **Your** legal rights in relation to the Cover.

6.3 **We** are not liable for business losses. **We** are only supplying the **Cover** to **You** for domestic and private use. If **You** use the **Cover** for any commercial or business purpose **We** will have no liability to **You** for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7 YOUR PROTECTION IN BUYING FROM US

7.1 OUR COMPLAINTS POLICY

While **We** work hard to ensure everything runs smoothly, **We** accept that sometimes things go wrong. If **You** believe that **Our** products/services is not of the standard that **You** would expect please tell **Us** as soon as possible.

In the first instance please contact **Us** at:

Digital Asset Services Ltd

info@digitalassetservices.io

Telephone 0330 383 0012

We will carry out an investigation of **Your** complaint and will provide a written response. If **We** cannot resolve **Your** complaint within three business days, **We** will refer **Your** complaint to **Our** principal firm, HPIG Insurance Services Limited, to complete and communicate the outcome of the investigation to **You**. HPIG Insurance Services are at:

HPIG Insurance Services Limited

8 Greencoat Place

London SW1P 1PL

opensesame@insurtechgateway.com

Please reference **Your** communication with “Digital Asset Services Limited”.

HPIG Limited will send **You** an acknowledgment of the complaint together with a copy of their detailed complaints process within 5 Working Days. HPIG will investigate and provide a resolution to **You** as quickly as possible, informing **You** of a final decision no later than 8 weeks later.

7.2 FINANCIAL OMBUDSMAN SERVICE (FOS):

If neither party is able to resolve **Your** complaint to **Your** satisfaction within that 8-week period, and **You** are an eligible complainant as defined by the Financial Conduct Authority, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service for an independent assessment and opinion.

Details of the Financial Ombudsman Service are:

The FOS Consumer Helpline is 0800 023 4567. It is free for people using a fixed/land line, but **You** can also call free from mobile phones on 0300 123 9 123. The service is available from 8am to 8pm Mondays to Fridays and from 9am to 1pm on Saturdays.

You can also email the FOS at complaint.info@financial-ombudsman.org.uk or via their website at www.financial-ombudsman.org.uk.

You can also write to them at:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

You should note that any application to the FOS should be made within 6 months of the date of **Our** final response letter. A full copy of **Our** complaints procedure is available on request.

7.3 CLAIMS AND UNDERWRITING EXCHANGE

We may pass information to the Claims and Underwriting Exchange database, administered by Insurance Database Services Limited (IDS Ltd) in the UK or a similar database in **Your** country or jurisdiction. The aim is to help **Us** check information provided and to prevent fraudulent claims. **We** may also search this database or similar databases when **We** deal with **Your** needs. More information is available on request.

8 CLAIMS PROCESS

If you think **You** have been a victim of a theft **You** should contact **Us** immediately. **Our** dedicated team will be waiting to support **You**. **We** will tag the funds as being stolen on the blockchain **We** will notify all exchanges and wallet providers and notify relevant authorities.

We investigate all claims thoroughly and aim to process all claims as quickly as possible and make pay-outs with 48 hours of a decision being made. **We** pay claims to a maximum of the agreed cover limit.

The value of the claim is based on the quantity of digital currency stolen and its fiat currency equivalent value at the time of theft based on an external valuation provided by <https://www.coingecko.com>. There are no hidden charges and no excess so **You** will receive a full pay-out so long as it does not exceed **Your Sum Covered**.

CLAIMS PROCESS STEPS:

The following is a summary of **Our** claims process steps:

Stage 1 – Reporting and information gathering

You will be required to supply information about the theft, including how and when **You** suspect it to have taken place and a local authority crime registration number.

Stage 2 – Investigation and validation

We will conduct a thorough technical investigation into the theft. This will include gathering background information to build a picture of how and what happened

Stage 3 – Wallet Service provider investigation

We will acquire additional information from the Wallet Service Provider to support **Our** investigation.

Stage 4 – Follow up with interviews and identity validation

We may seek more information from **You** on how **Your** account could have been accessed. This may include telephone, video or face to face interviews. **We** will also conduct an identity verification check at this time in preparation of paying any claim.

Stage 5 – Internal Review and sign off

Having concluded **Our** investigation, **We** will review the claim and decide on whether to action and pay-out or investigate further.

Stage 6 – Payment of Claims

Inform **You** of **Our** decision, collect bank account information and process payment. The bank account information must be registered in the same name as the name on the Certificate of Protection.