

#### 4. Data Protection Act 1998

**We** will indemnify **you** against legal liability to pay damages and claimant's costs and expenses for damage or distress, as described in Section 13 of the Data Protection Act 1998.

This indemnity is subject to **you** being registered in accordance with the Act as necessary and that **you** have taken all reasonable care to comply with its requirements.

**We** will not provide any indemnity in respect of the following

- (a) The payment of fines or penalties.
- (b) The costs of replacing, reinstating, rectifying, erasing, blocking or destroying any personal data.
- (c) Liability arising from, or caused by, a deliberate or intentional act by, or omission of, any person entitled to receive monies under this indemnity.
- (d) Claims arising out of circumstances which have been notified to previous insurers or which were known to **you** at the inception of this extension.
- (e) Legal liability where indemnity is provided by any other insurance.