



# OSR: Cyber

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## 1. Insuring Clauses

In consideration of the payment of or agreement to pay the premium by the **Policyholder** on behalf of the **Insured**, the **Insurer** will pay, or where specified, reimburse the **Insured**, in excess of the applicable **Retention**, subject to the maximum **Aggregate Limit of Liability** and/or any **Sub-Limit** of liability (“sub-limit”) (both as stated in the **Policy Schedule**), for:

- 1.1 **Loss** of the arising in respect of any **Claim** first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance**; as a result of a **Data Liability Event** or **Network Security Event**.
- 1.2 **Business Interruption Loss** resulting from a **Business Interruption Event** occurring on or after the **Retroactive Date** and first discovered and notified by the **Insured** to the **Insurer** during the **Period of Insurance**.
- 1.3 **Remediation Costs** incurred by the **Insured** following an actual or threatened **Business Interruption Event, Data Liability Event** or **Network Security Event** occurring on or after the **Retroactive Date** and first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**.
- 1.4 **PCI Fines and Assessment Costs** arising as a result of a **Data Liability Event** occurring on or after the **Retroactive Date** and first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**.
- 1.5 **Regulatory Fines and Penalties** and **Regulatory Investigation Costs** as a result of a **Regulatory Claim** first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance** arising from a **Data Liability Event** or **Network Security Event** occurring on or after the **Retroactive Date**.
- 1.6 **Loss** arising in respect of any **Claim** first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance** arising from a **Media Liability Event** occurring on or after the **Retroactive Date**.
- 1.7 **Reputational Harm Loss** arising from a **Business Interruption Event, Data Liability Event** or **Network Security Event** occurring on or after the **Retroactive Date** and first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**.
- 1.8 **Loss** arising:
  - 1.8.1 from a **Telephone Hacking Event** occurring on or after the **Retroactive Date** and first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**; and/or
  - 1.8.2 in respect of any **Claim** first made against the **Insured** by a **Telecom Provider** and notified to the **Insurer** during the **Period of Insurance** arising from a **Telephone Hacking Event** occurring on or after the **Retroactive Date**.
- 1.9 **Cryptojacking Costs** arising from a from a **Cryptojacking Event** occurring on or after the **Retroactive Date** and first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**.

- 1.10 **Hardware Replacement Costs** resulting from a **Computer Hardware Incident** occurring on or after the **Retroactive Date** and first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**.
- 1.11 **Betterment Costs** following a **Cyber Event** or **Insured Event** occurring on or after the **Retroactive Date** and first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**.
- 1.12 **Claim Preparation Costs** resulting from a covered **Business Interruption Loss** commencing on or after the **Retroactive Date** and first discovered during the **Period of Insurance** and notified to the **Insurer** during the **Period of Insurance**.
- 1.13 **Court Attendance Costs** arising from any **Claim** covered under **Insuring Clauses** 1.1, 1.6 or 1.17 which is first made against the **Insured** during the **Period of Insurance** and notified to the **Insurer** during the **Period of Insurance**.
- 1.14 **Criminal Reward Funds** in connection with a **Cyber Event** commencing on or after the **Retroactive Date** and first discovered during the **Period of Insurance** and notified to the **Insurer** during the **Period of Insurance**.
- 1.15 **Cyber Risk Management Costs** following a **Cyber Event** commencing on or after the **Retroactive Date** and first discovered during the **Period of Insurance** and notified to the **Insurer** during the **Period of Insurance**.
- 1.16 **Loss** solely and directly resulting from a **Funds Transfer Fraud Event** occurring on or after the **Retroactive Date** and first discovered by the **Insured** and notified to the **Insurer** during the **Period of Insurance**.
- 1.17 **Loss** arising in respect of any **Claim** first made against the **Insured** and notified to the **Insurer** during the **Period of Insurance** arising from a **Third Party Funds Theft Event** occurring on or after the **Retroactive Date**.

The **Policy Schedule** shows the **Limit** or **Sub-Limit** applicable to each of the **Insuring Clause(s)** 1.11 – 1.17 above. Where the **Policy Schedule** shows a **Sub-Limit**, this is the total maximum amount payable under the relevant **Insuring Clause**. All **Sub-Limits** form part of, and are not in addition to, the **Aggregate Limit of Liability**.

**This Policy's cover is in all respects subject to Sanctions Limitation Clause 3.10 which overrides all other Policy terms.**

## 2. General Definitions

Some words used in this **Policy** that appear in bold have a special meaning. Whenever the following words are used in the **Policy** they mean what is set out below. Unless the context requires another meaning, a reference to the singular includes the plural and vice versa.

- 2.1 **Act of Terrorism** means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of, or in connection with any organization(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or put any public, or any section of the public, in fear.
- 2.2 **Aggregate Limit of Liability** means the maximum amount payable by the **Insurer** to the **Insured** within the **Period of Insurance**. The **Aggregate Limit of Liability** is stated in the **Policy Schedule**.
- 2.3 **Application** means the material submitted to the **Insurer** by the **Policyholder** or on the **Policyholder** behalf in connection with the underwriting of this **Policy**. The **Application** is deemed attached to and incorporated into this **Policy**.
- 2.4 **Betterment Costs** means the reasonable and necessary fees, costs and expense incurred by the **Insured** with the **Insurer's** prior written consent to upgrade the **Insured's Computer System** to a higher level of functionality than it did prior to the **Cyber Event or Insured Event**. The **Insurer** agrees to reimburse:

- (i) the additional costs in respect of a more secure and efficient version of such **Data** but up to a maximum amount of 25% more than the costs that would have been incurred in replacing with the original version of the **Data**.
- (ii) upgrade and improve the **Hardware** of the **Insured's Computer System**, up to a maximum amount of 25% more than the costs that would have been incurred to replace the original **Hardware**.

**Betterment Costs** does not include any costs incurred to identify, patch or remediate **Software** program errors or vulnerabilities of the **Computer System** except following the specified **Cyber Event or Insured Event**. **Betterment** does not include wages, benefits or overheads of any **Insured** or **Outsource Service Provider** or any element of a **Computer System** which did not form part of the **Insured's Computer System** immediately prior to any **Cyber Event or Insured Event**.

- 2.5 **Business Interruption Event** means:
- (i) a **Cyber Event** that causes a network interruption, or degradation of the **Insured's Computer System**, or **Outsource Service Provider's Computer System**;
  - (ii) a **System Failure** that causes any unplanned system outage, network interruption, or degradation of the **Insured's Computer System**, or **Outsource Service Provider's Computer System**.
- 2.6 **Business Interruption Loss** means the **Insured's** loss of **Gross Profit** directly resulting from a **Business Interruption Event**, being the difference between the actual **Gross Profit** during the

**Period of Interruption** and the amount of **Gross Profit** which would have been earned had the **Business Interruption Event** not occurred less any amount saved from the costs, charges and expenses of the business otherwise payable out of **Gross Profit** which have ceased or reduced in consequence of the **Business Interruption Event**.

The duration of the **Period of Interruption** caused by the **Business Interruption Event** must exceed the **Waiting Period** in order to be covered.

Cover under **Insuring Clause 1.2 Business Interruption Loss** shall also include costs and expenses incurred, over and above normal operating expenses, to:

- (i) avoid or mitigate the effects of a **Business Interruption Event** and reduce any **Business Interruption Loss**;
- (ii) discover and minimise such interruption or degradation of the **Insured's Computer System** or **Outsource Service Provider's Computer System**; and
- (iii) preserve evidence of the **Insured's Business Interruption Loss**

provided that these costs and expenses are less than the reasonably expected loss of **Gross Profit** which would have been sustained if these mitigation measures had not been taken.

**Business Interruption Loss** does not include **Claim Preparation Costs**.

- 2.7 **Chargeback** means a debit or credit card company or bank wholly or partially reversing or preventing a payment transaction.
- 2.8 **Claim** means any written demand, civil, criminal, judicial, administrative, regulatory or arbitral proceeding against the **Insured** seeking compensation or other legal remedy or penalty and includes, for the purposes of Sections 3, 4 and 5 a **Regulatory Claim**.
- 2.9 **Claim Preparation Costs** means reasonable and necessary costs incurred by the **Insured**, in order to determine the amount of the **Insured's Business Interruption Loss** sustained following a **Business Interruption Event**.
- 2.10 **Computer Device(s)** means the desktop and laptop computers associated with input and output devices, mobile devices, **Data** storage devices, networking and back up hardware, which are owned by the **Insured**.
- 2.11 **Computer Hardware Incident** means a **Cyber Event** that renders an **Insured's Computer System** permanently non-functional for its intended purpose.
- 2.12 **Computer System** means interconnected electronic, wireless, web or similar systems used to process **Data** or information in analogue, digital, electronic or wireless format including, but not limited to, computers, **Computer Devices**, data storage devices, back-up facilities, operating systems, control systems, network systems, **Hardware**, websites, email systems, intranet, Industrial Control Systems, SCADA Systems and mobile devices
- 2.13 **Court Attendance Costs** means reasonable fees, costs and expenses incurred by the **Insured**, its directors, officers, partners, **Employees** or any third parties the **Insured** may call as witnesses, with the prior written consent of the **Insurer**, to attend court or any tribunal, arbitration, adjudication, mediation, or other hearing in connection with any **Claim** for which the **Insured** is entitled to indemnity under this policy.

- 2.14 **Credit Monitoring Costs** means reasonable fees, costs and expenses incurred with the prior written consent of the **Insurer** for the monitoring services of identity or credit theft including the purchase of identity theft insurance for a period of 12 months from the date of any **Data Liability Event**. **Credit Monitoring Costs** shall include identity theft protection insurance, identity protection and restoration services (including medical identity restoration services) and credit consultation services where reasonable and necessary.
- 2.15 **Criminal Reward Funds** means the reasonable amount paid to an **Informant**, to the extent permitted under all applicable laws and regulations, and with the **Insurer's** prior written consent, for information that is not in the **Public Domain** which leads directly to the arrest and criminal conviction of any individual(s) found to have committed or attempted to commit any illegal act which has triggered or may trigger an indemnity under this policy.
- 2.16 **Confidential Commercial Data** means any commercial information, in any format, including but not limited to trade secrets, intellectual property, business strategies, business plans, pricing models, marketing plans, customer lists or supplier list that provides a competitive advantage to the **Insured**.
- Confidential Commercial Data** does not include information that is publicly available or in the **Public Domain** at the time of the **Social Engineering Event**.
- 2.17 **Cryptojacking Costs** means the additional costs incurred by the **Insured** for electricity, natural gas, oil, or internet (the "**Utilities**") that arise from a **Cryptojacking Event**; provided, however, that such additional costs for the **Utilities** are:
- (i) incurred pursuant to a written contract between the **Insured** and the respective utility provider, which was executed before the **Cryptojacking Event** first occurred;
  - (ii) billed to the **Insured** by statements issued by the respective utility provider, which include usage or consumption information;
  - (iii) not charged to the **Insured** at a flat fee that does not scale with the rate or use of the respective utility; and incurred pursuant to statements issued by the respective utility provider and due for payment during the **Period of Insurance**
- 2.18 **Cryptojacking Event** means **Unauthorised Access** of the **Insured's Computer System** results in **Cryptojacking Costs**.
- 2.19 **Cyber Event** means any of the following which occurs on or after the **Retroactive Date**:
- (i) **Unauthorised Access**;
  - (ii) **Operator Error**;
  - (iii) a denial of service attack;
  - (iv) the introduction of any **Malware** into the **Insured's Computer System** or an **Outsource Service Provider's Computer System**.
- 2.20 **Cyber Extortion Costs** means the reimbursement of any reasonable fees, costs and expenses incurred or payment made by the **Insured**, or paid on the **Insured's** behalf, with the prior

written consent of the **Insurer**, such consent not to be unreasonably withheld, to terminate or mitigate any credible threat of a **Business Interruption Event**, **Data Liability Event** or **Network Security Event** resulting from an actual or attempted extortion by a third party. **Cyber Extortion Costs** do not include any **Criminal Reward Funds**.

2.21 **Cyber Incident Management Team** means the **Insurer's Incident Managers** whom the **Insured** contacts when calling the telephone number as stated on the **Policy Schedule**.

2.22 **Cyber Operation** means the use of a **Computer System** by, at the direction, or under the control of a **State** to disrupt, deny, degrade, manipulate or destroy information in a computer system of or in another **State**.

2.23 **Cyber Risk Management Costs** following a **Cyber Event** means reasonable costs incurred and paid by the **Insured**, with the prior written consent of the **Insurer**, immediately following a **Cyber Event** to:

- (i) obtain cyber security risk management advice; or
- (ii) deliver an information security awareness training session;

which are necessary to prevent or minimise reoccurrence of the same and any other **Cyber Event** from occurring.

2.24 **Data** means any electronically stored, digital or digitised information including **Software** and **Firmware** on the **Insured's Computer System** or **Outsource Service Provider's Computer System**. For the purpose of this policy, **Data** does not include **Hardware**.

2.25 **Data Breach** means any actual or suspected loss, theft, destruction, corruption, encryption or unauthorised disclosure of or access to **Personal Data**. **Data Breach** shall include the misuse of **Personal Data**.

2.26 **Data Liability Event** means the actual or suspected:

- (i) the loss of any third-party non-public data or information for which the **Insured** is legally responsible; or
- (ii) failure to implement, maintain or comply with the **Insured's** privacy or security policy; or
- (iii) failure to notify **Data Subjects** or any other affected individuals of a **Data Breach** or **Network Security Event**; or
- (iv) An infringement or violation of any rights to privacy or confidentiality; or
- (v) the breach of any privacy legislation worldwide by the **Insured** or someone for whom the **Insured** is legally responsible

provided always that such **Data Liability Event** occurs on or after the **Retroactive Date** and is notified by the **Insured** during the **Period of Insurance**

2.27 **Data Recovery Expenses** means reasonable and necessary fees, costs and expense incurred by the **Insured** with the **Insurer's** prior written consent for the recovery, restoration and/or replacement of the **Insured's Data** and/or programs that have been lost, erased corrupted or encrypted by a **Cyber Event** or **Data Liability Event** to ensure that the **Insured's Data** is in the

same condition that it was prior to the event. **Data Recovery Expenses** include reasonable and necessary fees, costs and expense incurred to prevent or minimise any further damage and preserve material evidence of civil, criminal or malicious wrongdoings. These costs also include the cost of purchasing replacement licenses for programs where necessary.

Where the **Insured's Data** cannot be restored from back-up files or other storage, the **Insurer** shall pay the reasonable costs of recreating the **Data**. These costs will be payable by the **Insurer** following the discovery of the damage and will be capped at the re-purchase price of **Data**. If any computer programs, **Software** or **Firmware** are no longer available for sale in the open market, then an equivalent where available can be purchased up to the cost of the original purchase price. If it is determined that the **Data** cannot be replaced, restored or recreated then the **Insurer** will only reimburse the **Insured's** reasonable and necessary costs incurred until that determination occurs.

- 2.28 **Data Subject** is an individual whose **Personal Data** has been or may have been compromised as a result of a **Data Liability Event**
- 2.29 **Defence Costs** means reasonable and necessary fees, costs and expenses incurred by the **Insured** with the Insurer's prior written consent to obtain legal advice or representation to protect the **Insured's** interests incurred by the **Insured** relating to the defence, settlement or appeal of a covered **Claim**, but not **Court Attendance Costs**.
- 2.30 **Employee** means a natural person under a contract of employment with the **Insured**, or working on the **Insured's** behalf at the **Insured's** direction and/or control. **Employee** does not include any principal, partner, director or officer of the **Insured**.
- 2.31 **Extended Reporting Period** means the additional period of time in which the **Insured** may notify the **Insurer** of a **Claim** or a **Loss** after the **Period of Insurance** has expired. The **Insured** has the right in the event of cancellation or non-renewal of the **Policy**, and where no replacement of this **Policy** is put into effect, to a period of 60 days within which to comply with the notification provisions under clause 5.1. with regard to an **Insured Event** that occurred prior to the expiry of the **Policy**. This period of time may be extended upon the payment of an additional premium, as stated in the **Policy Schedule**, by the **Insured** within 30 days of the date of cancellation or non-renewal of the **Policy**.

The **Extended Reporting Period** only applies to those **Insuring Clauses** as shown in the **Policy Schedule**. The **Aggregate Limit of Liability** for the **Extended Reporting Period** shall be part of, and not in addition to the, **Aggregate Limit of Liability** for the **Period of Insurance**. At the commencement of the **Extended Reporting Period** the entire premium shall be deemed earned and in the event the **Insured** terminates the **Extended Reporting Period** for any reason prior to its natural expiration, the **Insurer** will not be liable to return any premium paid for the **Extended Reporting Period**. All notices and premium payment with respect to prolonging the **Extended Reporting Period** should be directed to **Insurers** through the entity named in the **Policy Schedule**

- 2.32 **Forensic Costs** means reasonable fees, costs and expenses incurred with the Insurer's prior written consent for computer forensic analysis, appointed by the **Cyber Incident Response Provider**, performed by outside experts to investigate the source, scope and cause of, provide confirmation of or respond to the **Data Liability Event**, **Business Interruption Event** or **Network Security Event**. **Forensic Costs** do not include **Claim Preparation Costs**

- 2.33 **Firmware** means **Software** that is embedded within a piece of **Hardware** owned or under the control of the **Insured** (providing low-level control for the specific piece of **Hardware**).
- 2.34 **Fixed Expenses** means all charges and expenses that do not cease or reduce during the **Period of Interruption**.
- 2.35 **Funds Transfer Fraud Theft Event** means the commission by any **Third Party**:
- (i) via **Unauthorised Access** leading to any unauthorised electronic transfer of the **Insured's** funds or other financial assets from the **Insured's Computer System** or network due to fraudulent manipulation of electronic documentation which is stored on the **Insured's Computer System**;
  - (ii) of theft of funds or other financial assets from the **Insured's** bank account by electronic means, if the bank is unable to restore the **Insured** to the exact same financial position, they were in prior to the **Funds Transfer Fraud Event** taking place
  - (iii) of theft of money or other financial assets from the **Insured's** corporate credit cards by electronic means; and / or
  - (iv) of any phishing, vishing or other social engineering attack against the **Insured** that results in the unauthorised transfer of **Insured's** funds or other financial assets to a **Third Party**
- 2.36 **Gross Profit** means the amount produced by adding to the **Net Profit** the amount of **Fixed Expenses**. If there is no net operating profit, the amount of net operating loss will be deducted from the **Fixed Expenses**.
- 2.37 **Hardware** means the physical components of a **Computer System**. **Hardware** shall include IoT (Internet of Things) Devices.
- 2.38 **Hardware Replacement Costs** means those costs incurred to replace any **Hardware** affected by a **Computer Hardware Incident** with identical or the nearest available functionally equivalent equipment to the extent those costs:
- (i) are reasonable; and
  - (ii) do not exceed the costs that would have been incurred had the **Insured** taken all reasonable steps to minimise those costs and restore such **Computer Device(s)** to the level of functionality that existed immediately prior to the relevant **Cyber Event**.
- 2.39 **Impacted State** means a **State** where a **Cyber Operation** has had a major detrimental impact on the functioning of that **State** due to disruption to the availability, integrity or delivery of an essential service in the **State**; and/or the security or defence of that **State**.
- 2.40 **Incident Manager** means the individual leading the **Cyber Incident Management Team** as identified in the **Policy Schedule**.
- 2.41 **Incident Responder Costs** means the cost of the **Cyber Incident Management Team** to investigate or assist the **Insured** with any **Insured Event**.

- 2.42 **Increased Telephony Costs** means the difference between the amount payable to the **Telecom Provider** in the period during and immediately following a **Telephone Hacking Event** and the amount payable over the same number of days immediately preceding the **Telephone Hacking Event**, but only to the extent this difference is directly caused by the **Telephone Hacking Event**.
- 2.43 **Informant** means any individual that provides information to the **Insured** in respect of any illegal act that resulted in a **Loss** or **Claim** covered under this **Policy**. **Informant** shall not include:
- (i) Any individual who committed an illegal act that contributed to or resulted in a **Loss** or **Claim** covered under this **Policy**;
  - (ii) Any **Insured**;
  - (iii) Any of the **Insured's** auditors (whether internal or external);
  - (iv) Any individual or entity hired or retained to investigate the **Loss** or **Claim** (whether internal or external).
- 2.44 **Insured** means the **Policyholder**, and any **Subsidiary** domiciled in the same territory and owned by the **Policyholder** that is intended and agreed to be insured by the **Insurer** at the start of the **Period of Insurance** and/or acquired during the **Period of Insurance** provided notice is given to the **Insurer** of such acquisition and the **Insurer** has not objected within 30 days of such notice.
- If an acquisition equates to no more than 15% of the **Policyholder** turnover (maximum annual total value irrespective of number of company acquisitions), as stated in its most recent financial statements, and the acquired entity(ies) has(ve) no lesser network security standards as the **Policyholder** has confirmed to having in their **Application**, then the acquired entity(ies) will be automatically covered under this policy.
- Automatic cover does not apply if the acquired entity business activities are materially different from the **Policyholder**, has suffered a **Claim** or **Loss** in the last 3 years or does not have as a minimum exactly the same network security standards as the **Policyholder** has confirmed to having in their **Application**.
- 2.45 **Insured's Computer System** means a **Computer System** owned or operated by the **Insured**.
- 2.46 **Insured Event** means any **Claim, Business Interruption Event, Cyber Event, Data Liability Event, Funds Transfer Fraud Theft Event, Media Liability Event, Network Security Event, PCI Fines and Assessment Costs, Telephone Hacking Event, Social Engineering Event, Third Party Funds Theft Event** or **Computer Hardware Incident**.
- The **Policy Schedule** specifies whether the **Insured** has coverage for each of the types of **Insured Event** (see **Insuring Clauses**). The **Policy** shall only respond to an **Insured Event** where coverage has been given for that type of **Insured Event** in the **Policy Schedule** and the specific **Loss** or **Claim** satisfies the specific definition given for that type of **Insured Event** in the **Policy**.
- 2.47 **Insurer** means Underwriters as set out in the Insurer Endorsement
- 2.48 **Insuring Clauses** means the coverage sections purchased by the **Insured** as outlined in the **Policy Schedule**

- 2.49 **Legal Representation Expenses** means reasonable fees, costs and expenses incurred with the **Insurer's** prior written consent for legal advice, appointed by the **Cyber Incident Response Provider**, to protect the **Insured's** interests in connection with a **Data Liability Event, Business Interruption Event** or **Network Security Event**. **Legal Representation Expenses** do not include **Claim Preparation Costs**.
- 2.50 **Limit(s)** mean(s) the maximum amount payable by the **Insurer** for each **Insuring Clause** listed in the **Policy Schedule**. The **Limits** are stated in the **Policy Schedule**.
- 2.51 **Loss** means:
- (i) any of the following incurred in respect of a **Claim**:
    - a. **Defence Costs**;
    - b. Judgements or Awards made against an **Insured**;
    - c. Settlements entered into with the **Insurer's** prior written consent.
  - (ii) **Business Interruption Loss** and **Claim Preparation Costs**
  - (iii) **Remediation Costs**
  - (iii) **Data Recovery Expenses**
  - (iv) **PCI Fines and Assessment Costs**;
  - (v) **Increased Telephony Costs**;
  - (vi) **Cryptojacking Costs**;
  - (vii) **Hardware Replacement Costs**;
  - (viii) **Betterment Costs**
  - (ix) **Court Attendance Costs**;
  - (x) **Criminal Rewards Funds**;
  - (xi) (where **Insuring Clause** 1.16 applies) loss of the funds or financial assets of the **Insured** solely and directly caused by a **Funds Transfer Fraud Event**
- 2.52 **Malware** means any code designed to:
- (i) erase, deny access to or corrupt data, including but not limited to ransomware;
  - (ii) damage or disrupt any **Computer System**; or
  - (iii) circumvent any network security product or service.
- 2.53 **Media Liability Event** means any digital content or printed media created and displayed by the **Insured** directly leading to:
- (i) an infringement of any copyright, title, slogan, trademark, trade name, or domain name;
  - (ii) plagiarism, piracy, or the misappropriation or theft of ideas;

- (iii) defamation, including the disparagement of any product or service; or
- (iv) any breach of confidentiality or invasion or interference with any right of privacy

provided always that such **Media Liability Event** (a) occurs in the course of the **Insured's** usual business practices; and (b) is notified to the **Insurer** by the **Insured** during the **Period of Insurance**. For the avoidance of doubt the manufacture, supply, retail or distribution of any tangible goods or products shall not be considered a **Media Liability Event**.

2.54 **Merchant Services Agreement** means a contractual agreement between the **Insured** and any other organisation which allows the **Insured** to accept payment by credit or debit card.

2.55 **Net Profit** means the net operating profit (or net operating loss) resulting from the business of the **Insured** after due provision has been made for all **Fixed Expenses** and other expenses, including depreciation, but before the deduction of any taxes on profits

2.56 **Network Security Event** means:

- (i) the **Insured** being unable to gain access to its **Data** or **Computer Systems**; or
- (ii) **Data** being damaged, altered, corrupted or destroyed; or
- (iii) Attempted or actual cryptocurrency mining occurs
- (iv) the transmission of any **Malware** from the **Insured's Computer System** or an **Outsource Service Provider's Computer System** to the **Computer System** of a **Third Party** following a **Cyber Event**;;
- (v) failure to secure the **Insured's Computer System** or **Outsource Service Provider's Computer System** that results in **Unauthorised Access** or **unauthorised usage** following a **Cyber Event**;
- (vi) failure to prevent a denial of service attack launched from the **Insured's Computer System** or from an **Outsource Service Provider's Computer System** following a **Cyber Event**;

following a **Cyber Event** provided always that such **Network Security Event** occurs on or after the **Retroactive Date** and notified to the **Insurer** by the **Insured** during the **Period of Insurance**. **Network Security Event** shall include such actions resulting from both a **Social Engineering Event** and **Cyber Terrorism**.

2.57 **Notification Costs** means reasonable fees, costs and expenses incurred with the prior written consent of the **Insurer**, such consent not to be unreasonably withheld, in respect of notifying: (a) any natural person or legal entity whose **Data** or information for which the **Insured** is responsible) has been or may have been lost or the subject of unauthorised access/control; or (b) any data protection authority or equivalent, as a result of a **Data Liability Event**

2.58 **Operator Error** means the accidental, unintentional or negligent act, error or omission in the operation or maintenance of a **Computer System** or the entry, creation, modification or handling of **Data** by an **Insured** or **Outsource Service Provider**.

- 2.59 **Outsource Service Provider** means any third party contractor or company employed by the **Insured** by written contract to provide information technology services to the **Insured** or on behalf of the **Insured**. **Outsource Service Provider** shall include cloud service providers but not internet service providers or any **Social Media Platform**.
- 2.60 **Outsource Service Provider's Computer System** means a **Computer System** operated by an **Outsource Service Provider** for and on behalf of the **Insured**.
- 2.61 **PCI Fines and Assessment Costs** means all amounts that the **Insured** is legally required to pay under a **Merchant Services Agreement** following a **Data Liability Event** that leads to a breach of the Payment Card Industry Data Security Standards, including but not limited to fines, case management fees, non-compliance fees, re-imbusement of fraudulent transactions, and the costs incurred in card reissuance and the appointment of a PCI Forensic Investigator.
- 2.62 **Period of Interruption** means the time at the beginning of the **Business Interruption Event** and finishes at the earlier of: (a) the time when the **Insured's** business returns to the same or equivalent functionality and service that existed prior to the **Business Interruption Event**; or (b) ending 365 days from when the outage, interruption or degradation commenced, such 365 day period not to be limited by the expiration of the **Period of Insurance**.
- 2.63 **Period of Insurance** means the period as stated in the **Policy Schedule**.
- 2.64 **Personal Data** is information, whether printed or digital, which relates to an individual (referred to as a **Data Subject**) and by virtue of which an individual can be identified, located or contacted.
- 2.65 **Policy** means the legal contract of insurance between the **Insurer** and the **Insured**, the terms of which are contained in this document, the **Policy Schedule** and any endorsements.
- 2.66 **Policyholder** means the entity / entities as stated in the **Policy Schedule**.
- 2.67 **Policy Schedule** means the document which confirms the coverage which is available to the **Insured** under the **Policy**. The **Policy Schedule** states the **Limit(s)**, **Sub-Limit(s)**, the **Retroactive Date** and the **Retention** amongst other information.
- 2.68 **Public Domain** means publicly accessible websites, government records, print media, broadcast media, online media, **Social Media Platforms**, news aggregators, podcasts or streaming platforms.
- 2.69 **Public Relations Costs** means reasonable fees, costs and expenses incurred with the prior written consent of the **Insurer**, such consent not to be unreasonably withheld, for:
- (i) obtaining advice and support to protect, or mitigate any damage to, the **Insured's** reputation following a **Reputational Harm Event**; and
  - (ii) training for relevant spokespeople with respect to media communications or engagements directly relating to a **Cyber Event** or **Data Liability Event**.
- 2.70 **Regulatory Claim** means an investigation, inquiry or a proceeding by a regulator following a **Data Liability Event**
- 2.71 **Regulatory Fines and Penalties** means fines, penalties or any other financial imposition or penalty where insurable by law which the **Insured** is obliged to pay based upon an order or

requirement or demand from a regulator. However, these do not include any criminal fines, penalties or sanctions issued by any regulatory agency or **PCI Fines and Assessments**.

2.72 **Regulatory Investigation Costs** means reasonable and necessary legal costs and expenses (excluding the **Insured's** internal costs and expenses) incurred with the **Insurer's** prior written consent in relation to the investigation, defence, mitigation or settlement of any **Regulatory Claim**

2.73 **Remediation Costs** means any:

- (i) **Credit Monitoring Costs;**
- (ii) **Cyber Extortion Costs;**
- (iii) **Data Recovery Expenses;**
- (iv) **Forensic Costs;**
- (v) **Incident Responder Costs**
- (vi) **Legal Representation Expenses;**
- (vii) **Notification Costs;** and
- (viii) **Public Relations Costs.**

**Remediation Costs** do not include salaries, overhead expenses, or other internal charges or costs that the **Insured** or the **Insured's Employees** spend co-operating with any investigations or responding to any customer complaints following the specified **Insured Event**.

2.74 **Reputational Harm Event** means adverse media, including social media, caused solely by a **Business Interruption Event, Data Liability Event** or **Network Security Event** that directly leads to a **Reputational Harm Loss**.

2.75 **Reputational Harm Loss** means loss of income as a direct result of the reputational damage caused by an allegation made in the **Public Domain** or the release of information in **Public Domain** alleging that the **Insured** or any third party acting on their behalf, committed or failed to prevent a **Data Liability Event, Cyber Event** or **Privacy Liability Event** starting from the date of discovery of the **Insured Event** up to 365 days post the date the **Insured Event** was discovered.

2.76 **Retention** means the amount(s) as stated in the **Policy Schedule** that the **Insured** must pay single as the first part of each and every claim for indemnity under this **Policy** for every single **Insured Event** (as defined at clause 5.5). Where there is a claim under more than one **Insuring Clauses** in respect of a single **Insured Event** then the relevant **Retention** shall be the highest applicable single **Retention** that applies to the relevant **Insuring Clauses**.

2.77 **Retroactive Date** means the date as stated in the **Policy Schedule**

2.78 **Social Engineering Event** means the manipulation of the **Insured** by a **Third Party**, either by use of a website or electronic communication, in an attempt to obtain **Confidential Commercial Data** or **Personal Data** from the **Insured**.

- 2.79 **Social Media Platform** means any internet based system for the creation, exchange or sharing of any user generated content for information, advertising or any other purpose. **Social Media Platforms** include, but are not limited to: Facebook, LinkedIn, Instagram, Twitter and YouTube.
- 2.80 **Software** means Computer programs or electronic instructions (including but not limited to applications, data, information and scripts) used by a computer or device.
- 2.81 **State** means sovereign state.
- 2.82 **Sub-Limit** means the individual limit stated within the **Policy Schedule** of Insurance for a particular Insuring Clause. The **Sub-Limit** will be lower than the **Aggregate Limit of Liability** stated in the **Policy Schedule**.
- 2.83 **Subsidiary** means any company in respect of which the **Policyholder**:
- (i) Holds more than half of the issued share capital; or
  - (ii) Controls more than half of the voting power; or
  - (iii) Otherwise controls the composition of the board of directors; at the inception date of this Policy or is subsequently included subject to Clause 4.8.
- Where a **Subsidiary** is subsequently included subject to clause 4.8, coverage is only extended to such **Subsidiary** for any **Claim** or **Loss** or any other notification under this **Policy** that arises out of any **Insured Events**, acts, errors, or omissions first committed or first occurring after the entity becomes a **Subsidiary**.
- 2.84 **System Failure** means any unintentional or unplanned continuous outage of the **Insured's Computer System** or **Outsource Service Provider's Computer System**.
- 2.85 **Telecom Provider** means any telephone or communications service provider with whom the **Insured** has a written contract for the provision of telephony or communication services.
- 2.86 **Third Party** means any legal entity or natural person who is not an **Insured**.
- 2.87 **Third Party Funds Theft Event** means the theft of money or other financial assets belonging to a **Third Party** for which the **Insured** is legally liable as a result of **Unauthorised Access** into the **Insured's Computer System**;
- 2.88 **Unauthorised Access** means use of the **Insured's Computer System** or the **Outsource Service Provider's Computer System** by any person or persons not authorised to do so, including **Employees** by any person or persons not authorised.
- 2.89 **Waiting Period** means the number of hours as stated in the **Policy Schedule** which must elapse following a **Business Interruption Event** before a **Business Interruption Loss** is agreed to have occurred. The **Waiting Period** will apply to each **Business Interruption Event**. For the avoidance of doubt, once the **Waiting Period** is satisfied only the monetary Retention will apply to **Business Interruption Loss(es)**.
- 2.90 **War** means the use of physical force by a **State** against another **State**, or as part of a civil war, rebellion, revolution, insurrection, or military or usurped power, whether **War** be declared or not. **War** does not include **Cyber Terrorism**.

### 3. Exclusions

The **Insurer** shall not be liable to make any payment or provide any benefit or service in respect of any **Loss**, damage, liability, cost or expense of any kind:

- 3.1 for death, physical injury or illness to a person, however this exclusion shall not apply to mental anguish or mental injury as a result of a **Data Liability Event** or **Network Security Event**.
- 3.2 for loss of or damage to tangible property, however this exclusion shall not apply to any **Hardware Replacement Costs** that would otherwise be covered, but only where **Hardware Replacement Costs** is shown as included in the **Policy Schedule**; For the avoidance of doubt data held in electronic format is not tangible property
- 3.3 arising from, attributable to, or based upon any fact or circumstance discovered or known to the **Insured** prior to the start of the **Period of Insurance** or were discovered after the **Period of Insurance** or applicable **Extended Reporting Period** has expired.
- 3.4 arising from or alleged to be related or arising from an **Act of Terrorism**, however this shall not apply to **Cyber Terrorism**
- 3.5 arising from, attributable to or based upon any intentional, criminal or fraudulent acts committed or condoned by any principal, partner or director of the **Insured**. This provision applies only when a final ruling has been passed by a final non-appealable adjudication.
- 3.6 relating to, arising from or alleged to be related to or arising from any failure, interruption or degradation of :
  - (i) Power or utility services including any electrical disturbance, brownout, blackout, short circuit, induction, voltage fluctuation or any outages unless such power or utility services are in the direct operational control of the **Insured** or an **Outsource Service Provider**; or
  - (ii) Satellites; or
  - (iii) Telecommunication or internet services unless such services are in the direct operation control of the **Insured** or an **Outsource Service Provider**; or
  - (iv) Any nationwide telecommunication or power infrastructure, regardless of operational control.
- 3.7 **Losses, Claims** or damage resulting:
  - a) directly or indirectly arising from **War**
  - b) arising from a **Cyber Operation** that is carried out as part of a **War**; or the immediate preparation for a **War**; and / or
  - c) arising from a **Cyber Operation** that causes a **State** to become an **Impacted State**.

Provided, however, c), shall not apply to the direct or indirect effect of a **Cyber Operation** on the **Insured's Computer System** or **Outsource Service Provider's Computer System** that is not physically located in an **Impacted State** but is affected by a **Cyber Operation**.

- 3.8 arising from any bankruptcy, liquidation or insolvency of the **Insured** or any other person, including any **Outsource Service Provider**.
- 3.9 arising a payment made by or on behalf of the **Insured** against any other **Insured**. This exclusion shall not apply to any **Claim** brought by an **Employee** or arising out of that part of any **Claim** which emanates from an independent **Third Party**.
- 3.10 The payment of any **Loss** or **Claim**, the provision of any cover or the provision of any benefit hereunder, to the extent that the provision of such cover, payment of such **Loss** or **Claim** or provision of such benefit by the **Insurer** where payment would expose that **Insurer** to any sanction, prohibition or restriction under any:
- United Nations' resolution(s); or
- the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- In such cases any payment of any **Loss** or **Claim**, the provision of any cover or the provision of any benefit hereunder shall be suspended. Such suspension shall continue until such time as the **Insurer** would no longer be exposed to any such sanction, prohibition or restriction.
- 3.11 brought against a director or officer of the **Insured**, in their capacity as such
- 3.12 arising from any obligation owed by the **Insured** as an employer or potential employer to any **Employee**, including claims for wrongful dismissal or under any contract of employment or under any retainer with any consultant or under any training contract or work experience placement, unless such obligation is a result of a **Network Security Event** or **Data Liability Event**;
- 3.13 arising from false advertising from or alleged to be related to or arising from any false advertising by the **Insured** or by a **Third Party** on behalf of the **Insured**.
- 3.14 arising from or alleged to be related to or arising from any confiscation, seizure, requisition, restriction of use, or operation, destruction or damaging of the **Insured's Computer System** or **Outsourced Service Provider's Computer System** by the order of any rightful or de factor government or any civil or military authority. This exclusion shall not apply to such actions by a governmental authority acting in its law enforcement or regulatory capacities for the purposes of preservation of evidence.
- 3.15 any costs or expenses relating to or incurred by any person or entity to withdraw or recall any product including any technology product from the market place or from loss of use arising out of such withdrawal or recall.
- 3.16 arising from or alleged to be related to or arising from any failure to comply with the Racketeer Influenced and Corrupt Organization Act or equivalent legislation under state, federal or international law
- 3.17 arising from or in connection with allegations of sexual, racial or other harassment or molestation, or sexual, racial, ethnic, disability, sexual orientation, religious and/or age discrimination or victimisation, or discrimination or victimisation of any other kind whether by any **Employee** or not.

- 3.18 directly or indirectly, arising out of, or resulting from, asbestos or any actual or alleged asbestos related loss injury or damage involving the use, presence, existence, detection, removal, elimination or avoidance of asbestos or exposure to asbestos;
- 3.19 arising from, based upon, attributable to or as a consequence of, whether direct or indirect, or in any way involving:
- (i) ionising radiation or contamination by radioactivity or from any nuclear fuel or from any nuclear waste;
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof.
  - (iii) arising out of, based upon, attributable to, as a consequence or in any way involving, pollution or directly or indirectly the actual, alleged or threatened discharge, dispersal, release or escape of pollutants;
  - (iv) arising from, based upon, attributable to or as a consequence of any electromagnetic field, electromagnetic radiation or electromagnetism, which terms are defined as follows;
  - (v) electromagnetic field means any field of force that is made up of associated electric and magnetic components;
  - (vi) electromagnetic radiation means any succession of electromagnetic waves;
  - (vii) electromagnetism means magnetism that is developed by a current of electricity.
- 3.20 arising from, based upon, attributable to or as a consequence of, whether direct or indirect, or in any way involving:
- (i) ionising radiation or contamination by radioactivity or from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; or
  - (ii) the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof; or
  - (iii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
  - (iv) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter; or
  - (v) any chemical, biological, bio-chemical or electromagnetic weapon.
- 3.21 arising out of, based upon, attributable to, as a consequence or in any way involving, pollution or directly or indirectly the actual, alleged or threatened discharge, dispersal, release or escape of pollutants

- 3.22 arising from or alleged to be related to or arising from fire, smoke, explosion, lightning, wind, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, act of God or any other similar physical event howsoever caused or from any consequential losses arising or alleged to have arisen therefrom.
- 3.23 arising out of any violation of anti-Spam or telemarketing legislation worldwide.
- 3.24 arising from any contractual liability, guarantee, obligation or any breach of contract or agreement, in either oral or written form, however this exclusion shall not apply to:
- (i) breach of a **Merchant Services Agreement** resulting in **PCI Fines and Assessment Costs** covered under **Insuring Clause 1.4**;
  - (ii) the **Insured's** liability that would have existed in the absence of such contract or agreement; or
  - (iii) the **Insured's** contractual indemnification of a customer or client for a **Network Security Event, Cyber Event, Data Liability, or Media Liability Event**; or
  - (iv) breach of the **Insured's** privacy or security policy.
- 3.25 arising from or alleged to be related to or arising from infringement of any patent or the misappropriation of any trade secret. However, this exclusion shall not apply to the misappropriation of a trade secret as the result of a **Media Liability Event** or the theft of a third party's trade secret arising from a **Data Liability Event, or Network Security Event**.
- 3.26 arising out of the actual or alleged failure to render any professional services unless arising directly from a **Data Liability Event, or Network Security Event**.
- 3.27 arising from or alleged to be related to or arising from any actual or alleged unlawful processing, collection, storage or use of **Personal Data**.
- 3.28 arising out of or in connection with any **Chargeback**.
- 3.29 arising from or alleged to be related to or arising from or **Losses** for any:
- (i) loss, theft of, the decrease in value, or the actual value of any currency, electronic fund transfer, securities or any equivalents thereof (including e-certificates, coupons, gift cards and vouchers), belonging to the **Insured**, or for which the **Insured** is legally responsible (except where the **Policy Schedule** shows **Insuring Clause 1.16 or 1.17** provide cover but up to the **Sub Limit** purchased); or
  - (ii) trading losses or liabilities (including commissions or fees) resulting from the fluctuation of any stock, share, security or currency on any financial markets or exchanges; or
  - (iii) any valuable consideration given in excess of the total contracted or expected amount, including but not limited to over-redemption of the face value of coupons, price discounts, prizes or awards; or

- (iv) cryptocurrencies (except where the **Policy Schedule** shows **Insuring Clause 1.16** or **1.17** provides cover but up to the **Sub Limit** purchased).
- 3.30 arising from or alleged to be relating to or arising from any action to comply with government enforcement of any state or federal regulatory security obligations, except this exclusion shall not apply to the extent specifically and expressly covered by **Insuring Clause 1.5**, or any **Claim** brought by a governmental body in its capacity as a customer of the **Insured** expressly covered under **Insuring Clause 1.8**.
- 3.31 arising from or alleged to be related to or arising from any actual or alleged antitrust violation, restraint of trade, unfair competition or false, deceptive, or unfair trade practices.
- 3.32 arising from or alleged to be related to or arising from the **Insured's** gaining of profit, remuneration or financial advantage to which the **Insured** was not legally entitled except for amounts paid to the **Insured** or on the **Insured's** behalf by the **Insurer** under the **Policy** incurred until such time as there is a decision or determination by any court, arbitration panel or arbitrator, or governmental, regulatory or administrative body finding that the **Insured** was not so entitled, or the **Insured** admits that it was not so entitled. If this occurs, the **Insured** are obliged to reimburse the amount paid to the **Insured** or on the **Insured's** behalf by the **Insurer**.

## 4. General Conditions

### 4.1 Duty of Fair Presentation

4.1.1 Before this **Policy** (or any variation thereto) is entered into, the **Insured** must make a fair presentation of the risk to the **Insurer** in any application, proposal form or other information submitted to the **Insurer**. This means the **Insured** must:

- a) disclose to the **Insurer** (i) every material circumstance which the **Insured** knows or ought to know or (ii) sufficient information to put a prudent insurer on notice that it needs to make further enquiries in order to reveal material circumstances. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk, or the terms of the insurance (including premium); and
- b) make the disclosure in clause 4.1.1 a) above in a reasonably clear and accessible way; and
- c) ensure that every material representation of fact is substantially correct, and that every material representation of expectation or belief is made in good faith.

4.1.2 If the **Insured** fails to comply with clause 4.1.1, the **Insurer** has the following remedies:

- a) If the **Insured's** breach of the duty of fair presentation is deliberate or reckless, then (i) the **Insurer** may avoid the policy, and refuse to pay all claims; and (ii) the **Insurer** need not return any of the premiums paid.
- b) If the **Insured's** breach of the duty of fair presentation is not deliberate or reckless, then the **Insurer's** remedy will depend on what the Insurer would have done if the **Insured** had complied with the duty of fair presentation:
  - i) If the **Insurer** would not have entered into the contract at all, the **Insurer** may avoid the contract and refuse all claims, but must return the premiums paid.
  - ii) If the **Insurer** would have entered into the contract, but on different terms (other than terms relating to the premium), the contract is to be treated as if it had been entered into on those different terms from the outset, if the Insurer so requires.
  - iii) If the **Insurer** would have entered into the contract, but would have charged a higher premium, the Insurer may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

### 4.2 Applicable Law

4.2.1 This **Policy** and any dispute or claim between the **Insured** and the **Insurer** arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or

claims) shall be governed by and construed in accordance with the laws set out in the **Policy Schedule**.

All disputes arising out of or in connection with this **Policy** or the validity of this **Policy**, or in respect of any legal relationship associated with or derived from this **Policy**, shall be resolved by arbitration under the Arbitration Act 1996 or any successor legislation. The seat of the arbitration will be as specified in the **Policy Schedule**. The language of the arbitration shall be English. The tribunal will consist of a sole arbitrator who is a King's Counsel with more than 10 years' experience of insurance disputes.

If the parties fail to agree the sole arbitrator within the required timeframe (subject to any extension the parties agree), the parties will apply to Chair of the Bar to choose the tribunal. Each party will be liable for half of any appointment fee charged by the Bar Council for this service, regardless of the outcome of the dispute.

### 4.3 Assignment

4.3.1 This **Policy** and any rights under it cannot be assigned without the prior written consent of the **Insurer**.

### 4.4 Cancellation

4.4.1 The **Policyholder** may cancel this **Policy** at any time by giving written notice to the **Insurer** and cancellation will be effective the day such notice is received by the **Insurer**.

The **Insurer** may only cancel this **Policy** if the **Insured** does not pay the premium or any premium instalment when it falls due, by giving 21 days' written notice to the **Insured**.

If the **Policy** is cancelled the **Insurer** will refund to the **Policyholder** the premium paid for the time between the cancellation date and the **Policy's** expiry date, calculated as a proportion of the annual premium. If, however, the **Insurer** is notified of any **Claims** or **Losses** before the cancellation date the **Insurer** will refund no premium.

### 4.5 Change of Control

4.5.1 If during the **Period of Insurance** any person, group or entity acquires control of:

- (i) more than 50% of the issued share capital of the **Policyholder**; or
- (ii) of the composition of the board of the **Policyholder**

the cover provided by this **Policy** shall be restricted so as to apply only to **claims** in respect of **Business Interruption Event(s)**, **Data Liability Event(s)** or **Network Security Event(s)** occurring prior to the effective date of such sale, consolidation, merger or acquisition of control, unless the **Insurer** has agreed to extend coverage under the **Policy** and the **Policyholder** has agreed to the terms of any such extension of coverage.

### 4.6 Conditions Applicable to Specific Insuring Clause(s)

4.6.1 If information is provided or obtained by a **Cyber Incident Management Team**, any counsel, advisor, or other provider appointed by the **Insurer** or **Cyber Incident Management Team**, and/or if information is in the **Public Domain**, and that information leads to a criminal conviction in respect of the relevant illegal acts, the then there is no cover under **Insuring**

**Clause 1.14 Criminal Reward Funds.** Any offer by the **Insured** of sums which might be payable as **Criminal Reward Funds** under this **Policy**, must be expressed by the **Insured** to expire no later than 6 months after the end of the **Period of Insurance**.

#### 4.7 Invalidation, Illegality & Unenforceability

4.7.1 If any term of this **Policy** is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability and all other terms of this **Policy** shall remain in full force and effect.

#### 4.8 Mergers and Acquisitions

4.8.1 If, during the **Period of Insurance**, the **Insured** or any **Subsidiary** of the **Insured** acquires another entity the acquired entity shall automatically be considered as a **Subsidiary** under the **Policy** unless:

- (i) That entity increases the Insured's revenue by more than 15% from the prior year revenue figure provided in the **Application**; and/or –
- (ii) That entity stores a total number of unique, personally identifiable records, at the date of the completion of such acquisition, that is more than 20% of the total unique, personally identifiable records that the **Insured** declared within the **Application**;

In such cases, the acquired entity shall only be considered as a **Subsidiary** under the **Policy** if the **Insurer** receives prior written notice and sufficient details (regarding the acquisition) within thirty (30) days. The **Insured** must also agree to pay any resulting additional premium that the **Insurer** deems appropriate in order for the new acquisition to be considered a **Subsidiary** under the **Policy**. The **Insurer** will only provide coverage to any new **Subsidiary** for a **Claim** or **Loss** which arises out of an **Insured Event** which first occurred after the new acquisition became a **Subsidiary** under the **Policy**.

If, during the **Policy Period**, the **Insured** is acquired by another entity, merged with another entity, sold, dissolved or liquidated, any cover under this **Policy** terminates on the date of the merger or acquisition. Subject to the terms and conditions contained herein, the **Policy** shall respond to any Claims or Losses that arise from Insured Events that occurred before the date of acquisition or merger.

The **Insurer** shall not provide any coverage for the **Insured** after the date of acquisition or merger unless the **Insured** provides the **Insurer** with prior written notice of the forthcoming acquisition, merger, sale, dissolution or liquidation and has agreed to pay any additional premium required by the **Insurer**. In these circumstances, the **Insurer** shall issue an endorsement extending the coverage under the **Policy**

#### 4.9 Notices

4.9.1 Any notice the **Insurer** gives the **Insured** will be in writing and will be effective:

- (i) when it is delivered to the **Insured** or the **Insured's** insurance broker personally; or

- (ii) when it is delivered or posted to the **Insured's** address last known to the **Insurer**

By providing the **Insurer** with its nominated email address, the **Insured** consents to the Insurer delivering documents electronically to that email address, unless they tell the **Insurer** otherwise. Any documents sent by email will be considered to have been received by the **Insured** when it is delivered to the **Insured's** nominated email address.

The **Insured** must notify in writing the **Insurer** or the **Insured's** broker of any change of postal address or nominated email address as soon as possible.

#### 4.10 Policy Alterations

4.10.1 If the **Insured** requests an alteration to this **Policy**, the alteration only becomes effective when:

- (i) the **Insurer** agrees to it; and
- (ii) the **Insurer** gives the **Insured** a new **Policy Schedule** detailing the change.

#### 4.11 Fraudulent Claims

4.11.1 If any claim under this **Policy** is in any respect fraudulent or if any fraudulent means or devices are used by the **Insured** or anyone acting on the **Insured's** behalf to obtain any benefit under this **Policy**, or if any loss hereunder is occasioned by the wilful act or with the connivance of the **Insured**, the **Insurer**, without prejudice to any other right(s) it might have under this **Policy**, is entitled to refuse to pay such claim.

#### 4.12 Other Insurance and Indemnification

4.12.1 This Policy is primary to any other valid and collectible insurance policies available to the **Insured**.

## 5. Claims Procedures and Conditions

### 5.1 Claims Notification and Breach Response

5.1.1 The **Insured** must provide notice to the **Insurer** as soon as reasonably practicable after the discovery of an **Insured Event**, or becomes aware of any act, fact or circumstance which may result in an **Insured Event**. Notice must be provided by contacting the **Cyber Incident Management Team**. The **Incident Manager** will assist the **Insured** in the handling of the **Insured Event**. The **Cyber Incident Management Team** can be contacted 24 hours-a-day, 7 days per week on the telephone number or via the monitored email address shown in the **Policy Schedule**. The **Incident Manager** will arrange for the **Insured** to receive appropriate services via the **Cyber Incident Management Team** depending on the nature of the **Insured Event** that has occurred or is suspected to have occurred.

### 5.2 Claims Assistance, Cooperation and Conduct

5.2.1 The **Insured** must provide assistance to or cooperate with the **Insurer** or representatives appointed on the **Insurer's** behalf. This includes cooperation and assistance in the investigation, production or preservation of documentation, information or other physical evidence about an **Insured Event** as well as exercising due diligence to restore and return to normal operations as quickly as possible after an **Insured Event**.

5.2.2 The **Insured** must provide such information, respond to all relevant correspondence, communication, demand, claim for, adjudication notice, referral, statement of case, submission, notice of hearing, order or other correspondence from the resolution process (including communication from a court, arbitrator, mediator, adjudicator) in a timely manner. The **Insured** may also be required by the **Insurer** to provide a position statement, witness statement, expert report, legal or quasi legal paper or report.

### 5.3 Indemnity and Settlement

5.3.1 The **Insurer** has the right but not the duty to assume control, defence and settlement of any **Claim**. At any stage of a **Claim** the **Insurer** may choose to pay the relevant **Sub Limit** or any amount that remains following any earlier payment(s).

5.3.2 The **Insurer** shall have the right to make an investigation it deems necessary including, without limitation, any reasonable investigation with respect to the **Insured's** application for insurance, any statements made by or on behalf of the **Insured** in connection with the procurement of the **Policy** and with respect to coverage.

5.3.2 With respect to any **Claim**, if the **Insured** refuses to consent to a settlement which the **Insurer** recommends and the claimant will accept, the **Insured** may continue the defence and investigation of that **Claim**. However, any further costs and expenses incurred from the date of such recommendation will be paid by the **Insured** and the **Insurer** on a proportional basis, with 60% payable by the **Insurer** and 40% payable by the **Insured**.

5.3.4 The **Insurer** may, in its sole discretion, elect to discharge its liability to the **Insured** fully and finally in respect of any **Claim(s)** covered under this **Policy** by either:

- (i) paying the **Aggregate Limit of Liability** or **Sub-limit** (less any sums previously paid) to the **Insured**; or

- (ii) paying a sum less than the Limit of Liability/Sub-limit when the **Claim(s)** can be settled for such a lesser sum.

#### 5.4 Defence Costs

- 5.4.1 **Insurer** agrees to advance **Defence Costs** and **Regulatory Investigation Costs** in excess of the **Retention** on an on-going basis and prior to the final settlement of a **Claim**. The **Insured** agrees to refund all such **Defence Costs** or **Regulatory Investigation Costs** should it be found that the **Claim** is not valid and/or covered under this **Policy**.
- 5.4.2 If a **Claim** is settled by a payment to a third party and such payment is not 100% insured under this **Policy**, the **Insurer** will be liable for no more than a proportionate share of the **Defence Costs** or **Regulatory Investigation Costs** based on the proportion of such payment insured by this **Policy**.

#### 5.5 Cyber Incident Management

- 5.5.1 The **Insurer's Cyber Incident Management Team** has the right to appoint any counsel, advisor, or other provider to investigate and/or assist the **Insured** with any **Insured Event**. The **Insured** shall co-operate with the **Insurer's Cyber Incident Management Team**, counsel, advisor, or other provider to investigate and/or assist the **Insured**.
- 5.5.2 The **Cyber Incident Management Team** may appoint counsel, advisors, or other providers to investigate and/or assist the **Insured** with any **Insured Event**.
- 5.5.3 The **Insured** must not under any circumstances appoint its own counsel, advisor, specialist incident response provider or other provider to investigate or assist the **Insured** with any **Insured Event** without prior written consent of the **Insurer**, such consent not to be unreasonably withheld.

#### 5.6 Related Claims

- 5.6.1 All **Insured Events** directly or indirectly arising out of or in any way connected with the same originating cause or event, will be deemed to be a single **Insured Event**, reported at the date of the first such **Insured Event**.

#### 5.7 Subrogation

- 5.7.1 If the **Insurer** makes any payment under this **Policy** and there is available to the **Insurer** any of the **Insured's** rights of recovery against any third party, then the **Insurer** shall maintain all such rights of recovery. The **Insured** shall execute and deliver instruments, records and information and do whatever else is necessary to secure such rights. This includes, but is not limited to, placing any third party on notice of any rights the **Insured** or the **Insurer** may have against it.
- 5.7.2 The **Insured** shall do nothing to prejudice such rights. Any recoveries shall be first applied to subrogation expenses, second to any amounts paid or reimbursed by the **Insurer** under the **Policy**, and third to the **Retention** set out in the **Policy Schedule**. Any additional amounts shall be paid to the **Insured**.

## 5.8 Material Changes

- 5.8.1 The **Insured** must advise the **Insurer** as soon as practicable of information of which the **Insured** becomes aware deemed to be material to the risk. The **Insurer** reserves the right to amend the terms and conditions of this **Policy** and to charge an additional premium because of the change.

## 6. Notice Concerning Personal Information

### Personal Information

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). We (your **Insurer** under this **Policy**), and other insurance market participants collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

This information includes individual insured's details such as their name, address and contact details and any other information that we collect about them in connection with your insurance cover. This information may include more sensitive details such as information about their health and criminal convictions.

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

### Information notices

To enable us to use individual insureds' 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 our short form information notice, which we have provided to you in connection with your insurance cover, 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.

### Minimisation and notification

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 must promptly notify us if an individual insured, contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

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Further information about Lloyd's personal information protection policy may be obtained from your broker or by contacting Lloyd's on +44 (0)207 327 5933

## 7. Complaints Notice

### Complaints

If you wish to make a complaint, please contact:

Complaints  
Independent Broking Solutions Limited  
150 Minories  
London  
EC3N 1LS

Email: [jonathan.sprules@isgrp.co.uk](mailto:jonathan.sprules@isgrp.co.uk)  
Tel: +44 (0)20 7347 5670

In the event that you remain dissatisfied, it may be possible in certain circumstances for you to refer the matter to the Complaints team at Lloyd's.

The address of the Complaints team at Lloyd's is:

Fidentia House  
Walter Burke Way  
Chatham Maritime  
Chatham  
Kent  
ME4 4RN

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Tel: +44 (0)20 7327 5693  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the FOS at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

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