



Cyber and Data Insurance

Policy Wording

Definitions	Words shown in bold type have the same meaning wherever they appear in this policy . The words defined below are used throughout this policy .		
Additional Business Expenses	The reasonable and necessary additional costs incurred as a direct result of a cyber attack , but not including any normal overhead costs, general business expenses, salaries or wages incurred by you or any other person or entity entitled to coverage under this policy .		
Advertising	Advertising, publicity or promotion in or of your products or services.		
Breach	The unauthorized acquisition, access, use or disclosure of, or the loss or theft of, personal data or confidential corporate information.		
Breach Costs	The reasonable and necessary costs incurred by you with our prior written agreement in direct response to an actual or suspected breach , including but not limited to:		
	1.	legal costs to:	
		a.	provide advice to you in connection with your investigation of a breach ;
		b.	assist with the preparation of notifications to any regulator and affected data subjects ; and
		c.	determine and pursue any indemnity under a written agreement with a third-party;
	2.	breach forensic costs ;	
	3.	costs incurred to notify:	
		a.	each affected data subject of the breach ; and
		b.	any applicable regulatory body of the breach ;
		where you are required by any law or regulation to do so or where you do so voluntarily;	
	4.	costs you incur to use a third-party call center to answer enquiries from affected data subjects following notification of the breach to such data subjects ;	
	5.	credit monitoring costs ; and	
	6.	costs to monitor the dark web for the appearance of any information accessed in the course of a breach ;	
	but not including any overhead costs, general business expenses, salaries or wages incurred by you or any other person or entity entitled to coverage under this policy .		
Breach Forensic Costs	Costs you incur for:		
	1.	computer forensic analysis conducted by outside forensic experts to:	
		a.	confirm whether or not a breach has occurred;
		b.	identify any affected data subjects ; and
		c.	stop or contain the breach ; and
	2.	outside legal fees necessary for the preservation of the lawyer-client privilege of forensic reports and findings.	
Business	Your business or profession identified in your proposal for this insurance.		

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Claim	Any written demand or civil, criminal, regulatory or arbitration proceeding or any assertion of liability or any written demand for financial compensation or injunctive relief first made against you within a court of competent jurisdiction anywhere in the world.
Computer System	Any programs , computer network, hardware, software, information technology or communications system, including any email system, intranet, extranet or website.
Credit Monitoring Costs	The reasonable and necessary costs incurred by you with our prior written agreement to provide credit monitoring services or other credit protection services to each affected data subject .
Cyber Attack	Any digital attack designed to disrupt access to or the operation of a computer system , including but not limited to any: <ol style="list-style-type: none"> malicious search engine optimization; malicious clicking on any pay-per-click links; crypto-jacking; or denial of service attack or distributed denial of service attack.
Cyber Ransom Losses	Following an illegal threat : <ol style="list-style-type: none"> the reasonable and necessary fees of our appointed consultant, incurred by you with our prior written agreement, for advising you on the handling and negotiation of the ransom demand; the cost of any ransom demand from the third-party or, if the demand is for goods or services, their market value at the time of the surrender; and the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.
Data Asset	Any electronic data or software.
Data Recovery Costs	The reasonable and necessary costs and expenses incurred with our prior written agreement to regain access to your data asset , or to replace, restore or repair your data asset from back-ups, originals, or other sources. This does not include: <ol style="list-style-type: none"> costs incurred after it has been established that your data asset cannot be replaced, restored or repaired, or access to it cannot be regained; the economic value of your data asset, including the value of any trade secrets; costs to restore, update, or replace your data asset to a level beyond that which existed prior to the event, unless your data asset can only be replaced, restored or repaired by purchasing a newer equivalent; or costs to research or develop your data asset or to recreate, gather or assemble facts, concepts or information needed to reproduce your data asset.
Data Subject	Any natural person who is the subject of personal data .
Defense Costs	The reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered claim .
Employee	Any individual performing employment duties solely on your behalf in the ordinary course of your business and who is subject to your sole control and direction and to whom you supply



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	the instruments and place of work necessary to perform such duties. This does not include you or your sub-contractors or outsourcers.	
Endorsement	A change to the terms of the policy .	
Excess	The amount you must bear as the first part of each agreed claim or loss .	
Hacker	Anyone, including an employee of yours , who gains unauthorized access to or unauthorized use of your computer system or your data asset held by you or on your behalf.	
Illegal Threat	Any threat from a third-party, including an employee but not you , to:	
	1.	damage, destroy or corrupt your computer system , a data asset you hold electronically or any data for which you are responsible, including by specifically introducing a virus ; or
	2.	disseminate, divulge or use any electronically held commercial or personal information which:
	a.	you are responsible for; and
	b.	will cause commercial harm if made public,
		following any unauthorized external electronic access by that third-party; or
	3.	carry out a cyber attack against you .
	4.	not withdraw from doing anything in 1. to 3. above.
Income	The total income of your business , less any savings resulting from the reduced costs and expenses.	
Increased Costs of Working	The reasonable and necessary costs and expenses incurred by you for the sole purpose of minimizing the reduction in income during the indemnity period , but not exceeding the reduction in income saved.	
Indemnity Period	The period, in months, beginning at the date the interruption to your business commences and lasting for the period during which your income is affected as a result of such interruption, but for no longer than the number of months shown in the schedule.	
Loss	Any financial harm caused to your business .	
Nuclear Risks	1.	Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;
	2.	any products or services which include, involve or relate in any way to anything in 1. above, or the storage, handling or disposal of anything in 1. above;
	3.	all operations carried out on any site or premises on which anything in 1. or 2. above is located.
PCI Charges	Any charges, fines, penalties, levies, costs, recertification costs, expenses, assessments, contractual damages or imposition of liabilities of any nature arising as a direct result of your failure to comply with PCI DSS due to a breach , including any sums in relation to card reissuance or fraudulent transactions.	
PCI DSS	Payment Card Industry Data Security Standard or any similar or successor standard or regime.	
Period of Insurance	The time for which this policy is in force as shown in the schedule.	

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Personal Data	Any non-public individually identifiable information about a data subject that constitutes personal information under any applicable data protection or privacy law and any regulations issued pursuant to such laws.		
Policy	This insurance document and the schedule, including any endorsements .		
Privacy Forensic Costs	The reasonable and necessary costs incurred by you with our prior written agreement for forensic services conducted by outside forensic experts to assist in the defense of a claim .		
Privacy Investigation	Any official examination, official inquiry or official investigation based on the same circumstances as any breach or claim under What is covered, B. Claims and investigations against you , Privacy liability 1. a., b., or d., conducted by any regulator, government department or other legally empowered body anywhere in the world.		
Privacy Investigation Costs	The reasonable and necessary lawyers' and experts' fees and legal costs incurred with our prior written agreement in investigating, settling, defending, appealing or defending an appeal against a privacy investigation or an investigation for any actual or alleged breach of any applicable data protection or privacy law and any regulations issued pursuant to such laws.		
Program	A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment.		
Property	Tangible property.		
Public Relations Costs	The reasonable costs incurred with our prior written agreement:		
	1.	for a public relations or crisis management consultant to assist you in re-establishing your business reputation and to respond to media reports, including the development and communication of a strategy to repair your reputation;	
	2.	to issue statements via email or your website and social media accounts, including managing and monitoring your social media sites; and	
	3.	for any other reasonable and proportionate measures taken to protect or re-establish the reputation of your business .	
Regulatory Award	Following a privacy investigation , any civil or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages, including but not limited to those imposed by any national, federal, state or local governmental body or any licensing organization, if insurable in the jurisdiction where such award was first ordered, but not including PCI charges .		
Security Failure	Any failure by you or by others on your behalf (including but not limited to your sub-contractors and outsourcers) in securing your computer system against unauthorized electronic access or use.		
Subsidiary	An entity domiciled in Hong Kong		
	1.	that has been identified in the presentation of the risk for this policy and of which you own more than 50% of the book value of the assets or of the outstanding voting rights on the first day of the period of insurance ; or	
	2.	which you acquire during the period of insurance :	
	a.	where the turnover at the date of acquisition is less than 10% of your existing turnover;	
	b.	where the acquired entity's business is the same as yours ; and	



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	c.	which has not suffered any loss or been subject to any claim with a value greater than the excess , which would have been covered under this policy .
Time Excess	The period shown in the schedule as the time excess, being the period immediately following an interruption during which no cover is provided under What is covered, A. Your own losses , e. Business interruption losses, or f. Reputation protection.	
Virus	Programs that are secretly introduced without your permission or knowledge including, but not limited to, malware, worms, trojans, rootkits, spyware, dishonest adware, crimeware and other malicious unwanted software.	
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.	
We/Us/Our	The Lloyd's Underwriters named in the schedule.	
You/Your	The insured named in the schedule and also:	
	1.	any person who was, is or during the period of insurance becomes your partner, director, trustee, in-house counsel or senior manager in actual control of your operations; and
	2.	any subsidiary including any person who was, is or during the period of insurance becomes a partner, director, trustee, in-house counsel or senior manager of any subsidiary in actual control of its operations.



What is covered		
A. Your own losses	If during the period of insurance , and in the course of your business or advertising , you discover or reasonably suspect any:	
	1.	breach ;
	2.	security failure ;
	3.	illegal threat ; or
	4.	cyber attack against you ;
	we will pay, subject to any restrictions contained within the individual definitions:	
Breach Costs	a.	breach costs ;
Cyber Ransom Losses	b.	cyber ransom losses ;
Cyber Attack Losses	c.	additional business expenses , including but not limited to:
	i.	the increased cost of power;
	ii.	the increased cost of internet usage;
	iii.	the reasonable and necessary costs to restore your search engine rating; and
	iv.	the cost of any malicious pay-per-click clicks,
	suffered or incurred by you as a direct result of a cyber attack ;	
Data Recovery Costs	d.	data recovery costs ;
Business Interruption Losses	e.	your :
	i.	loss of income ; and
	ii.	increased costs of working ;
	resulting solely and directly from a partial or total interruption to your business , commencing during the period of insurance and lasting longer than the time excess ;	
Reputation Protection	f.	public relations costs ;
Breach by Suppliers	We will indemnify you against any loss falling within the scope of What is covered , A. Your own losses , which arises as a result of any breach directly caused by a supplier, under contract with you .	
B. Claims and investigations against you	If during the period of insurance , and in the course of your business or advertising anywhere in the world:	
Privacy Liability	1.	any party brings a claim against you for any actual or alleged:



		a.	breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data ;
		b.	breach of duty to maintain the security or confidentiality of personal data ;
		c.	breach of any duty of confidence, including in respect of any commercial information; or
		d.	breach of any contractual duty to maintain the security or confidentiality of personal data , including under a payment card processing agreement with any bank or payment processor or under your public facing privacy policy;
Privacy Investigations	2.	you are the subject of a privacy investigation ;	
Data Protection Investigations	3.	you are the subject of an official examination, official inquiry or official investigation based on any actual or suspected breach of any applicable data protection or privacy law and any regulations issued pursuant to such laws;	
PCI Liability	4.	any party brings a claim against you for any actual or alleged breach of PCI DSS ;	
Online Liability	5.	any party brings a claim against you for any actual or alleged:	
		a.	infringement of any intellectual property rights;
		b.	defamation, including but not limited to libel, slander, trade libel, product disparagement or malicious falsehood; or
		c.	breach of any license;
		which directly arises from the content of your email, business social media accounts, intranet, extranet or website, as a result of alterations or additions made by a hacker ; or	
Network Security and Personal Data Events	6.	any party brings a claim against you for any actual or alleged:	
		a.	transmission of a virus ;
		b.	denial of service attack against a third party;
		c.	unauthorized acquisition, access, use, or disclosure of personal data or confidential corporate information that is held or transmitted in any form; or
		d.	prevention of authorized electronic access to any computer system , personal data or confidential corporate information;
	we will pay:		
	a.	the amount agreed by you and us through good faith negotiation, mediation or some other form of alternative dispute resolution to settle the claim or the amount to satisfy a judgment or arbitration award against you , including any judgment or award ordering you to pay claimants' lawyers' fees and costs;	
	b.	any regulatory award ;	
	c.	PCI charges ;	



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	d.	privacy forensic costs and privacy investigation costs ; and
	e.	defense costs , but we will not pay costs for any part of a claim, privacy investigation or investigation not covered by this policy .

What is not covered		We will not make any payment for any claim, loss or any other liability under this policy directly or indirectly due to:
Breach of Professional Duty	1.	any claim under What is covered, B. Claims and investigations against you , 1. Privacy liability arising from the provision by you of any professional advice or services, other than where the claim arises out of the activities of a hacker .
Infrastructure Failure	2.	any satellite failures; electrical or mechanical failures and/or interruption including, but not limited to, electrical disturbance, spike, brownout, or blackout; and outages to gas, water, telephone, cable, telecommunications, or other infrastructure, unless such infrastructure is under the your operational control .
Intellectual Property	3.	any actual or alleged infringement, use or misappropriation of any intellectual property, including but not limited to patent, trade secret, copyright, trademark, trade dress, service mark, service name, title or slogan, or any publicity rights violations, cybersquatting violations, moral rights violations, or any act of passing-off. However, this exclusion does not apply to any otherwise covered claim :
	a.	arising directly due to a breach by a third party;
	b.	arising directly due to a security failure ; or
	c.	under What is covered, B. Claims and investigations against you , 5. Online liability.
Hack by Director or Partner	4.	any individual hacker within the definition of you .
Destruction of Tangible Property	5.	any loss, theft, damage, destruction or loss of use of any property . However, this does not apply to any breach, which is itself caused by the loss of theft of data.
Bodily Injury	6.	any death or bodily injury or disease suffered or alleged to be suffered by anyone. However, this exclusion does not apply to any part of a claim seeking damages for mental anguish or distress where such damages solely stem from a covered claim for defamation or breach of privacy.
System Degradation or Performance	7.	any:
	a.	degradation, deterioration or reduction in performance of your computer system caused gradually or as a result of the recommended use or your ordinary use of the system; or
	b.	loss of, reduction in or loss of use of bandwidth, unless caused by an identifiable malicious act;
		including where caused by increased use of the computer system or by steps taken by you to upgrade the system.
Outdated Systems	8.	the use by you of any software or systems that are unsupported by the developer.
Seizure and Confiscation	9.	any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority, or any



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		order by such authority to take down, deactivate or block access to your computer system .
War	10.	war .
Nuclear Risks	11.	nuclear risks .
Insolvency	12.	your insolvency or the insolvency of your suppliers, sub-contractors and outsourcers.
Pre-existing Problems	13.	anything likely to lead to a claim, loss or other liability under this policy , which you knew or ought reasonably to have known about before we agreed to insure you .
Dishonest and Criminal Acts	14.	any:
	a.	fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business, or any knowing or willful violation of a law, whether committed by you or committed by another whose conduct or violation of the law you have ratified or actively condoned; or
	b.	act you knew, or reasonably ought to have known at the time you performed it, would give rise to a claim, loss or any other liability under this policy . This includes any statement you knew, or ought reasonably to have known, was defamatory at the time of publication.
		However, this exclusion will not apply unless:
	i.	such conduct, violation of the law or act has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding;
	ii.	such conduct, violation of the law or act has been established by your admission in a proceeding or otherwise; or
	iii.	you or we discover evidence of such conduct, violation of the law or act;
		at which time you shall reimburse us for all payments made by us in connection with such conduct, violation of the law or act and all of our duties in respect of that claim, loss or other liability under this policy shall cease.
Reckless Conduct	15.	any conduct committed by you in reckless disregard of your or another person's or business' rights or your business interests. This exclusion does not apply to a covered claim for defamation. However, we will not in any event make any payment for any claim for defamation arising from any statement you knew, or ought reasonably to have known:
	a.	was defamatory at the time of publication; and
	i.	was untrue; or
	ii.	could not reasonably be proved by you to be true.
Personal Social Media	16.	any post from a social media account that does not belong to your business .
Fraudulent Use of Your Electronic Identity	17.	the fraudulent or dishonest use of the electronic identity of your business . However, this exclusion does not apply to any claim under What is covered, B. Claims and investigations against you arising as a direct result of a hacker .
Natural Perils	18.	Natural Perils which shall include, but not be limited to fire, flood, storm, lightning, frost, explosion or extremes of weather or temperature.



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Claims Brought by a Related Party	19.	any claim brought by any person or entity within the definition of you or any party with a financial, executive or managerial interest in you , including any parent company or any party in which you have a financial, executive or managerial interest. However, this exclusion does not apply to a claim based on a liability to an independent third-party directly arising out of your business .
Online Liability Claims by Employees	20.	any claim under What is covered, B. Claims and investigations against you , 5. Online liability made by any person or entity that you currently employ or engage, or formerly employed or engaged, including but not limited to employees , sub-contractors and outsourcers.
Fines and Penalties	21.	Any criminal, civil or regulatory fines, penalties, disgorgement of profits, punitive damages, exemplary damages, treble damages or multiple damages which you are legally obliged to pay, including but not limited to those imposed by any national or local governmental body or any licensing organization.
		However, this exclusion does not apply to:
	a.	PCI charges ; or
	b.	regulatory awards .
Non-Specific Investigations	22.	any privacy investigation or investigation arising from any routine regulatory supervision, inquiry or compliance review, any internal investigation or any investigation into the activities of your industry which is not solely related to any actual or alleged breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data by you .
Sanctions	23.	This policy shall not be deemed to provide cover and no Insurer shall 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 may expose that Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America and any other applicable country and/or regulatory body.
War, Cyber War and Cyber Operation Exclusion		<ol style="list-style-type: none"> Notwithstanding any provision to the contrary in this insurance, this insurance does not cover any loss, damage, liability, cost or expense of any kind (together "loss") directly or indirectly occasioned by, happening through or in consequence of: <ol style="list-style-type: none"> war or a cyber operation that is carried out in the course of war; and/or retaliatory cyber operations between any specified states leading to two or more specified states becoming impacted states; and/or a cyber operation that has a major detrimental impact on: <ol style="list-style-type: none"> the functioning of a state due to the direct or indirect effect of the cyber operation on the availability, integrity or delivery of an essential service in that state; and/or the security or defence of a state. Paragraph 1.3 shall not apply to the direct or indirect effect of a cyber operation on a bystanding cyber asset. The insurer shall have the burden of proving that this exclusion applies.

Attribution of a **cyber operation** to a **state**

4. The primary but not exclusive factor in determining attribution of a **cyber operation** shall be whether the government of the **state** (including its intelligence and security services) in which the **computer system** affected by the **cyber operation** is physically located attributes the **cyber operation** to another **state** or those acting on its behalf.
5. Pending attribution by the government of the **state** (including its intelligence and security services) in which the **computer system** affected by the **cyber operation** is physically located, the insurer may rely upon an inference which is objectively reasonable as to attribution of the **cyber operation** to another **state** or those acting on its behalf. It is agreed that during this period no loss shall be paid.
6. In the event that the government of the **state** (including its intelligence and security services) in which the **computer system** affected by the **cyber operation** is physically located either:
 - 6.1. takes an unreasonable length of time to, or
 - 6.2. does not, or
 - 6.3. declares it is unable to
 attribute the **cyber operation** to another **state** or those acting on its behalf, it shall be for the insurer to prove attribution by reference to such other evidence as is available.

Definitions

7. **Bystanding cyber asset** means a **computer system** used by the insured or its third party service providers that is not physically located in an **impacted state** but is affected by a **cyber operation**.
8. **Computer system** means any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud infrastructure or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
9. **Cyber operation** means the use of a **computer system** by or on behalf of a **state** to disrupt, deny, degrade, manipulate or destroy information in a **computer system** of or in another **state**.
10. **Essential service**, for the purposes of this exclusion, means a service that is essential for the maintenance of vital functions of a **state** including without limitation: financial institutions and associated financial market infrastructure, health services or utility services.
11. **Impacted state** means any **state** where a **cyber operation** has had a major detrimental impact on:
 - 11.1. the functioning of that **state** due to the direct or indirect effect of the **cyber operation** on the availability, integrity or delivery of an **essential service** in that **state**; and/or
 - 11.2. the security or defence of that **state**.
12. **Specified states** means China, France, Germany, Japan, Russia, UK or USA.
13. **State** means sovereign state.
14. **War** means:
 - 14.1. the use of physical force by a **state** against another **state** or as part of a civil war, rebellion, revolution, insurrection, and/or
 - 14.2. military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority,
 whether war be declared or not.

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How much we will pay	<p>We will pay up to the overall limit of indemnity shown in the schedule for the total of all claims under each section or sections within What is covered, including all costs and expenses, unless limited below or otherwise in the schedule.</p> <p>The amount we pay for a particular type of claim or loss may be further limited in the schedule.</p>
Excess	<p>You must:</p> <ol style="list-style-type: none"> 1. pay the relevant excess shown in the schedule; and 2. bear any loss or expense suffered during the time excess in respect of each covered partial or total interruption to your business. <p>The excess shown in the schedule is not payable in respect of any loss in respect of which you have borne the time excess.</p>
24-hour Excess Waiver	<p>If you notify us within 24 hours of your first awareness of any actual or reasonably suspected breach, the excess will not apply against any losses suffered as a result of the breach. This waiver does not apply to any time excess.</p>
Overheads and Business Expenses	<p>Any amounts to be paid by us shall not include or be calculated based on any of your overhead expenses, your liability for debt, taxes, lost costs or profits, salaries or wages ordinarily incurred in the performance of your business, or any future cost of doing business, including but not limited to the cost of any future license or royalty, or costs of improving your security or performing audits. However, this does not apply to any costs or expenses covered What is covered, A. Your own losses, c. Cyber attack losses.</p>
Business Interruption	<p>Following a covered interruption, or a covered loss under What is covered, A. Your own losses, f. Reputation protection, we will pay the difference between your actual income during the indemnity period and the income it is estimated you would have earned during that period or, if this is your first trading year, the difference between your income during the indemnity period and during the period immediately prior to the interruption or loss, less any savings resulting from the reduced costs and expenses you pay out of your income during the indemnity period. We will also pay for increased costs of working.</p>
Control of defense	
Defense Arrangements	<p>We have the right, but not the obligation, to take control of and conduct in your name, the investigation, settlement or defense of any claim, privacy investigation, investigation or loss. If we think it necessary, we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim, privacy investigation, investigation or loss.</p> <p>Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defense.</p> <p>We will not pay any costs or expenses for any part of any claim, loss or any other liability not covered by this policy.</p>
Paying Out the Limit of Indemnity	<p>At any stage of a claim, loss or other liability under this policy, we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay covered costs and expenses already incurred at the date of our payment. We will then have no further liability for that claim, loss or liability, including any costs or expenses.</p>
Your obligations	
If a Problem Arises	<ol style="list-style-type: none"> 1. We will not make any payment under this policy unless you:



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		a.	notify us promptly within the period of insurance , or at the latest within 14 days after it expires for any problem you first become aware of in the seven days before expiry, of your first awareness of:
		i.	any claim, loss or other liability under this policy ; or
		ii.	anything which is likely to give rise to a claim, loss or other liability under this policy .
			If we accept your notification, we will regard such claim, loss or other liability as notified to this insurance.
		b.	give us , at your expense, any information which we may reasonably require and co-operate fully in the investigation of any claim under this policy .
	2.	You must:	
		a.	make every reasonable effort to minimize any loss or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
		b.	give us all assistance which we may reasonably require to pursue recovery of amounts we may become legally liable to pay under this policy , in your name but at our expense.
			If you fail to do so, you shall be liable to us for an amount equal to the detriment we have suffered as a result of your failure to comply with this obligation, which we may deduct from any payment we make under this policy .
Cyber Extortion	2.	We will not reimburse any payment you have made under What is covered, A. Your own losses , b. Cyber ransom losses unless:	
		a.	the ransom was paid, or the goods or services were surrendered, under duress;
		b.	you made all reasonable efforts to determine that the illegal threat was genuine and not a hoax;
		c.	you inform the appropriate law enforcement authorities where any illegal threat was made; and
		d.	you keep us fully informed of all developments concerning any illegal threat or ransom demand.
Cyber Attack Losses	3.	If you suffer a loss under What is covered, A. Your own losses , c. Cyber attack losses, you must take all reasonable steps to negotiate with the supplier of any services to reduce or waive any charges relating to services that were not legitimately incurred for the purposes of your business . If you do not, we may reduce any payment we make under this policy by an amount equal to the detriment we have suffered as a result.	
Admissions and Offers	4.	When dealing with any client or third-party, you must not admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. If you do, we may reduce any payment we make under this policy by an amount equal to the detriment we have suffered as a result.	
Conditions		The following conditions apply to the whole of this policy .	
Providing Information to Us	1.	In agreeing to insure you and in setting the terms and premium, we have relied on the information you have given us . You must provide a fair presentation of the risk to us and must take care when answering any questions we ask by ensuring that all information provided is accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which you (including your	



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		<p>senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.</p> <p>You must also tell us as soon as reasonably possible of any change in circumstances during the period of insurance which may materially affect this policy. We may then change the terms and conditions of this policy or cancel it in accordance with the Cancellation condition.</p> <p>A material fact or circumstance is one which might affect our decision to provide insurance or the conditions of that insurance.</p>
If you fail to make a fair presentation or notify a change in circumstances	2.	<p>If we establish that you deliberately or recklessly failed to present the risk to us fairly, we may treat this policy as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us and we will be entitled to retain all premiums paid.</p> <p>If we establish that you deliberately or recklessly failed to notify us of a change in circumstances which may materially affect the policy (or to make a fair presentation of the risk to us when providing us with information in relation to a change of circumstances) we may treat this policy as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. You must reimburse all payments already made by us relating to claims made or losses occurring after such date. We will be entitled to retain all premiums paid.</p> <p>If we establish that you failed to present the risk to us fairly or to notify us of a change in circumstances but that your failure was not deliberate or reckless, the remedy we will have available to us will depend upon what we would have done had you made a fair presentation of the risk or notified the change in circumstances to us, as follows:</p>
	a.	if we would not have provided this policy , we may treat it as if it never existed and refuse to make any payment under it. You must reimburse all payments already made by us . We will refund any premiums you have paid; or
	b.	if we would have cancelled this policy , we may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. You must reimburse any payments already made by us relating to claims made or losses occurring after such date. We will refund any premiums you have paid in respect of any period after the date when cancellation would have been effective; or
	c.	if we would have provided this policy on different terms (other than as to premium), we will treat it as if it had been provided on such different terms from the start of the period of insurance or the date when your circumstances changed. This may result in us making no payment for a particular claim or loss. You must reimburse any payment made by us that we would not have paid if such terms had been in effect.
Reasonable Precautions	3.	You must take reasonable steps to prevent loss or any incident that may give rise to a claim under this policy . We will not make any payment under this policy in respect of any incident occurring whilst you are not in compliance with this condition unless you can demonstrate that such non-compliance could not have increased the risk of the loss or incident occurring in the circumstances in which it occurred.
Premium Payment	4.	We will not make any payment under this policy until you have paid the premium.



Cyber and Data Insurance

Policy Wording

Cancellation	5.	<p>You or we can cancel the policy by giving 30 days' written notice. We will give you a pro-rata refund of the premium for the remaining portion of the period of insurance after the effective date of cancellation for which you have already paid.</p> <p>If we have agreed that you can pay us the premium by installments and we have not received an installment 14 days after the due date, we may cancel the policy. In this event, the period of insurance will equate to the period for which premium installments have been paid to us. We will confirm the cancellation and amended period of insurance to you in writing.</p>
Multiple Insureds	6.	<p>The most we will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount we will pay will not exceed the amount we would be liable to pay to any one of you.</p> <p>You agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorized to receive all notices and agree any amendments to the policy.</p>
Other Insurance	7.	<p>We will not make any payment under this policy where you would be entitled to be paid under any other insurance if this policy did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this policy not been effected.</p>
Governing Law	8.	<p>This policy will be governed by and interpreted according to the laws of the state or country stated in the schedule whose courts shall have jurisdiction in any dispute arising hereunder.</p>
Service of Suit Against Us	9.	<p>Any summons, notice or process to be served upon us for the purpose of instituting any legal proceedings against us in connection with this policy may be served upon the entity stated in the schedule who have authority to accept service on our behalf.</p>
Fraud	10.	<p>If you or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive us by deliberately giving us false information or making a fraudulent claim under this policy then:</p>
	a.	<p>we shall be entitled to give you notice of termination of the policy with effect from the date of any fraudulent act or claim or the provision of such false information;</p>
	b.	<p>we shall be entitled to refuse to make any payment under the policy in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;</p>
	c.	<p>you must reimburse all payments already made by us relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and</p>
	d.	<p>we shall be entitled to retain all premiums paid.</p>
		<p>This does not affect your rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.</p>
	11.	<p>Where this policy provides cover for any individual who, or entity that, is not a party to the policy, and where such an individual or entity (or anyone on their behalf) tries to deceive us by deliberately giving us false information or making a fraudulent claim under this policy, our rights set out in 10. above apply only to any individual or entity that gave the false information or made the fraudulent claim.</p>