

Cyber Insurance Policy section

This is a sample of our Cyber Insurance Policy section. This will form part of your whole policy and should be read in conjunction with all the sections that apply for your cover.

Cyber

Policyholder: XXXXXXXXX

Policy Number: XXXXXXXXX

Thank You for choosing Aviva as Your insurer.

This document, outlines Your chosen cyber covers and should be read together with Your Statement of Fact, Your policy wording, Your conditions, and The Schedule in Your main Policy Document.

Statement of Fact – Cyber

This is in addition to the Statement of Fact in Your main Policy Document.

You must check all the information contained in this Statement of Fact and The Schedule and contact Your insurance adviser immediately if any details are incorrect or incomplete. Failure to do so may mean that Your policy is not valid or We may not be liable to pay all or some of Your claim(s).

Unless advised and accepted by Us

- You have never been declined or refused any cyber covers in the past.
- You are not aware of any incidents in the past 3 years which would or could have lead to a claim under any of these cyber covers had they been in place at the time.
- Your Computer Equipment and any personal devices used for accessing Your computer systems have effective and up to date software protecting against virus and malicious code that is updated at least once a month.
- Access to Your Computer Equipment is authenticated by the use of individual identification and passwords. Any default passwords or access codes are changed and kept secure.
- All Data is backed up on at least a weekly basis and validated by checks. Personal and other sensitive business data is stored securely.
- An appointed individual has responsibility for Your IT policy and data security.
- Updates to firmware, operating systems and software are completed to address identified vulnerabilities within 14 days from release with a severity that the provider has described as critical, important or high.
- Your Computer Equipment is protected from unauthorised access by a suitable and active firewall that is updated at least once a month.
- You are payment card industry compliant if applicable to Your business activities.

Schedule for Your Cyber Quotation

Total Cover Limit

(The maximum We will pay)

£xxxxxxx

Excess

You will pay the first £1,000 for all insured Damage.

Cyber Data Loss

Data Security Breach

Cover Limit

£xxxxxxx

Virus, Hacking, Denial of Service Attack

Cover Limit

£xxxxxxx

Extortion

Cover Limit

£xxxxxxx

Business Interruption

Cover Limit

£xxxxxxx

Maximum Indemnity Period

x Months

Excess Period

x Hours

Cyber Crime

Telecommunications Services

Cover Limit

Cyber Liability

Retroactive Date

yyyy-mm-dd

Network Security Liability

Cover Limit

£xxxxxxx

Data Privacy and Confidentiality Liability

Cover Limit

£xxxxxxx

Payment Card Industry Liability

Cover Limit

£xxxxxxx

Multimedia Liability

Cover Limit

£xxxxxxx

Clauses and Conditions Schedule

Introduction

The Clauses and Conditions included in this Schedule apply to the covers you have selected. This document should be read in conjunction with your cover Schedules.

Cyber Clauses

Clauses applying to all Cyber covers (subject otherwise to the terms and conditions shown in Your Policy).

The following clauses are applicable and are displayed in full in Your Policy wording:

Acquisition, Establishment or Disposal of Another Company

Reputation Management Expenses

Criminal Reward Fund

Maximum amount payable any one Period of Insurance

£10,000

Manufacturing and other Industrial Process

Maximum amount payable any one Period of Insurance

£25,000

Payment for Court Attendance

Maximum amount payable per day

£500

Resilience Improvements

Maximum amount payable any one claim or

£25,000

Percentage of the corresponding claim which ever is the lesser

15%

Maximum amount payable any one Period of Insurance

£100,000

Clauses applying to Data Security Breach cover (subject otherwise to the terms and conditions shown in Your Policy).

The following clauses are applicable and are displayed in full in Your Policy wording:

Regulatory Fines and Penalties

Clauses applying to Business Interruption cover (subject otherwise to the terms and conditions shown in Your Policy).

The following clauses are applicable and are displayed in full in Your Policy wording:

Business Interruption – System Failure	Maximum amount payable any one Period of Insurance	£25,000
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Clauses applying to Multimedia Liability cover (subject otherwise to the terms and conditions shown in Your Policy).

The following clause is applicable and is displayed in full in Your Policy wording:

Media removal costs.

Action You Must Take

The following Conditions apply in addition to any Conditions stated in Your policy wording.

Reasonable Precautions and Maintenance of Property

You must

- (1) maintain all premises and equipment, including fire extinguishing and security equipment, in a continuous satisfactory state of repair and in full working order in accordance with the manufacturers instructions and servicing requirements.
- (2) take all reasonable precautions to prevent loss, destruction or damage to the property insured and accident or injury to any person or loss, destruction or damage to their property.
- (3) conduct The Business in a lawful manner, complying with all legal requirements and safety regulations.
- (4) keep a record of purchases and sales.

Cyber

The following Conditions apply in addition to any Conditions stated in Your policy wording.

If in relation to any claim for Cyber You have failed to fulfil any of the following conditions, We will not pay that claim.

Access and Passwords

Access to Computer Equipment must be authenticated by the use of individual identification and passwords.

Any default or manufacturers' passwords or access codes must be changed and kept secure.

Data Backup

You must maintain adequate backup copies by backing up all data no less frequently than every 7 days. The integrity of any data backup must be validated using operating system routines or checks. Backups must be stored securely and separately from the original data or programs.

Data Storage

All Personal Data and other sensitive business Data must be stored and disposed of in a secure manner.

Extortion

You must

- (1) on receiving a Cyber Extortion demand immediately notify and comply with the requirements of our Claims Service Provider before any payment is made to the Cyber Extortionist
Telephone 0800 051 4473
- (2) (where The Business is situated within the United Kingdom) immediately notify Action Fraud of the Cyber Extortion
- (3) take all reasonable steps to effectively mitigate the Cyber Extortion loss
- (4) not disclose the existence of the Cyber Extortion Cover save for any disclosure required under applicable law to relevant law enforcement authorities.

Protection – Firewall

You must ensure that Computer Equipment that is connected to the internet or any other external network is protected against unauthorised access by a suitable firewall and ensure that it is updated at intervals of at least once a month if not automatically and in full and effective operation at the time of a loss.

Protection – Software Updates

You must install any updates for firmware, operating systems, software and programs within 14 days of an update being released by the manufacturer or provider where the update addresses a vulnerability with a severity that the manufacturer or provider describes as critical, important or high.

Protection – Virus or Similar Mechanism

You must install suitable software protection against Virus or Similar Mechanism and ensure that it is updated at intervals of at least once a month if not automatically and in full and effective operation at the time of a loss.

Cyber Policy Wording

Data Security Breach

Cover

Where a Data Security Breach has been first discovered during the Period of Insurance, We will cover You for the resulting cost of

- (1) specialist consultants or consulting engineers to
 - (a) investigate whether a Data Security Breach has occurred
 - (b) mitigate any on-going loss
- (2) external legal advice to manage Your response to the Data Security Breach
- (3) notifying any
 - (a) Data Subject of the Data Security Breach
 - (b) regulatory body of the Data Security Breachwhere you are required to do so by any law or regulation
- (4) provision of
 - (a) a telephone help line to assist Data Subjects after they have been notified of the Data Security Breach
 - (b) a credit monitoring or credit protection service to the affected Data Subjects for a period of up to one year provided that the offer of such service must be accepted by the Data Subject within 12 months of the initial offer
 - (c) identity fraud remediation services for Data Subjects

provided such costs are necessarily and reasonably incurred with Our consent.

The maximum We will pay in any Period of Insurance is the Cover Limit subject to the Total Cover Limit stated in The Schedule.

Virus, Hacking and Denial of Service Attack

Cover

Where a Virus or Similar Mechanism, Hacking or a Denial of Service Attack, which directly affects You or any Outsourced Service Provider, has been first discovered during the Period of Insurance, We will cover You for the resulting cost of

- (1) reinstating, recreating or restoring Your data onto Data Storage Materials
 - (2) repairing or replacing Your Computer Equipment including software and programs contained within
 - (3) locating and removing a detectable Virus or Similar Mechanism contained in any of Your Computer Equipment
- provided such costs are necessarily and reasonably incurred with Our consent.

The maximum We will pay in any Period of Insurance will be the Cover Limit, subject to the Total Cover Limit stated in The Schedule.

Exceptions

The following Exception applies to Virus, Hacking and Denial of Service Attack Cover in addition to the Section Exceptions and the Policy Exceptions at the back of this policy.

We will not cover You for Damage to Computer Equipment software or programs caused by or consisting of a Defined Contingency regardless of any other contributory cause.

Extortion

Cover

Where a Cyber Extortion is first made during the Period of Insurance We will reimburse You for:

- (1) a Cyber Extortion Payment
- (2) a Cyber Extortion Payment which is stolen before reaching the Cyber Extortionist
- (3) costs necessarily and reasonably incurred by You in order to resolve the Cyber Extortion

provided We determine that it is legally permissible to reimburse any such payment.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

Exceptions

The following Exception applies to Extortion Cover in addition to the Section Exceptions and the Policy Exceptions at the back of this policy.

We will not cover You for more than one claim arising from the same Cyber Extortionist.

Business Interruption

Cover

We will cover You for any reduction in Revenue and any increase in cost of working resulting from interruption to or interference with The Business including any subsequent loss of current or future customers caused by damage to Your reputation arising from a;

- (1) Data Security Breach
- (2) Virus or Similar Mechanism, Hacking or a Denial of Service Attack
- (3) Cyber Extortion

which is insured by this Section and first discovered during the Period of Insurance and which directly affects Your Computer Equipment or the Computer Equipment of any Outsourced Service Provider.

The amount We will pay shall be

- (1) in respect of any reduction in Revenue, the amount by which the Standard Revenue exceeds the actual Revenue during the Indemnity Period;
- (2) in respect of any increase in the cost of working, the additional expenditure including, but not limited to, overtime or additional labour costs required to keep your business trading and provided such costs are necessarily and reasonably incurred for the sole purpose of avoiding or diminishing a reduction in Revenue during the Indemnity Period which but for that expenditure would have taken place.

The maximum We will pay in respect of any increase in cost of working is:

- (a) the reduction avoided by the expenditure; plus
- (b) a maximum of £25,000

less any savings during the Indemnity Period in business charges or expenses, payable out of Revenue, which reduce or cease in consequence of the loss or damage.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

Exceptions

The following Exceptions apply to Business Interruption Cover in addition to the Section Exceptions and the Policy Exceptions at the back of this policy.

We will not cover You for interruption to, or interference with, or The Business

- (1) lasting less than 8 hours, or
- (2) during the Excess Period.

Telecommunications Services

Cover

We will cover the charges payable to Your supplier of Your telecommunications services which have been incurred as a result of unauthorised use of Your telecommunications services, which is first discovered during the Period of Insurance.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

Exceptions

The following Exceptions apply to Telecommunications Services Cover in addition to the Section Exceptions and the Policy Exceptions at the back of this policy.

We will not provide cover for

- (1) any costs incurred in respect of unauthorised use of Your telecommunications services
 - (a) by You or Your partners, directors or Employees
 - (b) more than 90 days after the first incident of unauthorised access in respect of which additional costs are incurred
- (2) costs incurred following the theft of any item of telecommunications equipment.

Network Security Liability

Cover

We will provide cover to You for Your legal liability to pay Compensation and Costs and Expenses in respect of any claim which is both first made against You during the Period of Insurance and notified to Us during the Period of Insurance or within 30 days of the expiry of the Period of Insurance and which arises as a direct result of

- (1) negligent transmission of a Virus or Similar Mechanism
or
- (2) Your failure to prevent unauthorised access to or use of Computer Equipment that results in Denial of Service Attack which results from the use by The Insured of Computer Equipment in connection with The Business within The Defined Territories.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

Data Privacy and Confidentiality Liability

Cover

We will provide cover to You for Your legal liability to pay Compensation and Costs and Expenses in respect of any claim which is both first made against You during the Period of Insurance and notified to Us during the Period of Insurance or within 30 days of the expiry of the Period of Insurance and which arises as a direct result of

- (1) breach of confidence in respect of any individual or misuse of any individual's private information or Personal Data
- (2) a breach of Data Protection Regulations resulting in material or non-material damage, caused by loss, unauthorised destruction or disclosure of or unauthorised access to, Personal Data.

However, where You have a Liability policy already insured with Aviva which contains a Data Protection clause we will not provide cover under (2) for liability under Data Protection Regulations other than arising from unauthorised access to or use of Computer Equipment

- (3) loss, disclosure or destruction of third party confidential commercial information held under an agreement resulting in financial loss

by The Insured in connection with The Business within The Defined Territories.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

Payment Card Industry Liability

Cover

Where You have failed to comply with payment card industry data security standards following a Personal Data breach, during the Period of Insurance, We will cover You for costs of

- (1) a payment card industry forensic investigator
- (2) regaining certification
- (3) any associated non-compliance fees or charges
- (4) reissuance of cards

provided such breach resulted from the use by The Insured of Computer Equipment in connection with The Business within The Defined Territories and such costs are necessarily and reasonably incurred by You with Our consent.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

Multimedia Liability

Cover

We will provide cover to You for your legal liability to pay Compensation and Costs and Expenses in respect of any claim which is both first made against You during the Period of Insurance and notified to Us during the Period of Insurance or within 30 days of the expiry of the Period of Insurance and which arises as a direct result of

- (1) defamation of character, libel or slander
 - (2) plagiarism or infringement of any trade mark, registered design or copyright committed or occasioned by The Insured which results from the use by The Insured of On-line Media in connection with The Business within The Defined Territories.
- The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

Exceptions

The following Exceptions apply to Network Security Liability, Data Privacy and Confidentiality Liability, Payment Card Industry Liability, Multimedia Liability Cover in addition to the Section Exceptions and the Policy Exceptions at the back of this policy.

We will not provide cover for:

- (1) any claim made or notified before the Retroactive Date
- (2) any liability assumed by agreement which would not have arisen in the absence of such agreement other than payment card industry data security standards
- (3) any infringement of patents or misappropriation of trade secrets
- (4) any future cost of doing business including but not limited to the value of any licence or royalty fee going forward
- (5) any consequential loss in connection with breach of confidence in respect of any individual or misuse of any individual's private information
- (6) any Virus or Similar Mechanism created or knowingly transmitted by The Insured other than any Virus or Similar Mechanism created or knowingly transmitted by an Employee who is not a director or partner acting intentionally and outside of their scope of authority
- (7) any proceedings or claims relating to Compensation for any Employee. However this exclusion shall not apply to any proceedings or claims relating to any breach of confidence in respect of any Employee or the misuse of any Employee's private information or Personal Data
- (8) liability arising out of Personal Injury or physical loss, destruction or damage to Property
For the purposes of the above covers Personal Injury shall also include mental anguish, emotional distress and discrimination However this exclusion shall not apply in respect of claims for mental anguish or emotional distress arising from defamation or breach of confidence in respect of any individual or misuse of any individual's private information or Personal Data or breach of Data Protection Regulations
- (9) any actual or alleged breach of competition law, restraint of trade or unfair competition
- (10) any advice, instruction, consultancy, design, formula, specification, inspection, certification or testing performed or provided separately for a fee or under a separate contract
- (11) the carrying out of any work which affects or could affect
 - (a) the navigation, propulsion or safety of any aircraft or other aerial device
 - (b) the safety or operation of nuclear installations
- (12) work in or on and travel to, from or within any offshore accommodation, exploration, drilling or production rig or platform or support vessel

Clauses

The following clauses are applicable to all Cyber Covers

Acquisition, Establishment or Disposal of Another Company

We will automatically extend the cover available under this policy where You establish or acquire a new subsidiary company during the Period of Insurance, provided that the newly established or acquired subsidiary company

- (1) is not registered, and does not have any employees, operations or assets, outside of The Defined Territories, and
- (2) is not quoted on any stock exchange, and
- (3) has a gross annual turnover which is less than 10% of Your combined total gross turnover (including, for the avoidance of any doubt, those of any subsidiary company declared to us immediately before the new acquisition or establishment), and

- (4) has not had any incidents in the past three years which would or could have led to a claim under any of these cyber covers, and
- (5) carries out business activities which are not materially different to The Business.

Unless automatic coverage applies, as set out above, You must

- (1) give Us written notice of any such new acquisition or establishment as soon as practicable, together with such additional information as We may require, and
- (2) accept any notified alteration to the terms of this policy, and
- (3) pay any additional premium required by Us.

Unless otherwise agreed, We will only cover the new subsidiary company under this policy from the date such new subsidiary company was established or acquired by You.

In the event of the liquidation or sale of a subsidiary company during the Period of Insurance, We will continue to cover such subsidiary company under this policy during this process but only in respect of claims which are notified to Us while the subsidiary company is part of Your group.

Criminal Reward Fund

We will provide cover to You for a Reward where You have suffered loss arising from

- (1) Data Security Breach
- (2) Virus or Similar Mechanism, Hacking or a Denial of Service Attack
- (3) Cyber Extortion

provided We determine that it is legally permissible to reimburse any such Reward.

The maximum We will pay in respect of this clause is stated in The Schedule and is subject to the Total Cover Limit stated in The Schedule.

Manufacturing and Other Industrial Process

Notwithstanding Exception (4) We will cover You for loss arising from

- (1) Data Security Breach
- (2) Virus or Similar Mechanism, Hacking or a Denial of Service Attack
- (3) Cyber Extortion

which affects equipment controlling or monitoring any manufacturing or other industrial process.

The maximum We will pay in respect of this clause is stated in The Schedule and is subject to the respective Cover Limit and the Total Cover Limit stated in The Schedule.

Payment for Court Attendance

We will compensate You if, at Our request, You, or any director, partner or Employee of Yours, are attending court as a witness in connection with a claim for which The Insured is entitled to cover. The maximum We will pay, per day, for You or each director, partner or Employee of Yours is stated in The Schedule

Reputation Management Expenses

Following an incident which has been notified to Us and We have confirmed could result in a claim under this Section, We will cover You for the costs necessarily and reasonably incurred with Our consent for public relations consultants to provide advice to minimise adverse publicity.

The maximum We will pay in any Period of Insurance will be the respective Cover Limit subject to the Total Cover Limit stated in The Schedule.

Resilience Improvements

Where We have made payment for a loss arising from

- (1) Data Security Breach
- (2) Virus or Similar Mechanism, Hacking or a Denial of Service Attack
- (3) Cyber Extortion

We will provide cover for additional costs incurred with Our consent during the Period of Insurance for the sole purpose of improving the resilience of Your computer system to prevent a similar future incident.

The maximum We will pay in respect of this clause is stated in The Schedule and is subject to the Total Cover Limit stated in The Schedule.

Exceptions

The following Exceptions apply in addition to the Section Exceptions and the Policy Exceptions at the back of this policy.

We will not cover You for

- (1) improvement already planned by You and which were due to be carried out
- (2) the first 25% of any additional costs.

The following clause is applicable to your Data Security Breach cover in this Section

Regulatory Fines and Penalties

We will cover You in respect of

- (1) any lawfully insurable regulatory fines and penalties imposed on You
- (2) legal costs necessarily and reasonably incurred by You to respond to or defend action taken by a regulatory body as a result of a breach of Data Protection Regulations arising as a direct result of a Data Security Breach, Virus or Similar Mechanism, Hacking or Denial of Service Attack.

The maximum We will pay in any Period of Insurance will be the Cover Limit subject to the Total Cover Limit stated in The Schedule.

The following clause is applicable to your Business Interruption cover in this Section

Business Interruption – System Failure

We will cover You for any reduction in Revenue and any increase in cost of working resulting from interruption or interference with The Business arising from a System Failure of Your Computer Equipment which is first discovered during the Period of Insurance.

The maximum We will pay in respect of this clause is stated in The Schedule and is subject to the Cover Limit and Total Cover Limit stated in The Schedule.

Exceptions

The following Exceptions apply in addition to the Section Exceptions and the Policy Exceptions at the back of this policy.

We will not cover You for

- (1) precautionary shutdown of Your Computer Equipment undertaken without Our Consent
- (2) Damage caused by, or consisting of, a Defined Contingency, regardless of any contributory cause
- (3) System Failure of the Computer Equipment of Your customers, suppliers or Outsourced Service Providers
- (4) interruption to, or interference with, The Business
 - (a) lasting less than 8 hours, or
 - (b) during the Excess Period.

The following clause is applicable to your Multimedia Liability cover in this Section

Media Removal Costs

We will pay costs, incurred with Our written consent, for the removal of Your On-line Media content which will avoid a claim being made, or mitigate a claim that has been made, against You under the Multimedia Liability cover in this Section.

Conditions

The following Conditions apply to this Section in addition to the Policy Conditions at the back of the policy.

Contribution

Applicable to Virus, Hacking and Denial of Service Attack, Network Security Liability, Data Privacy and Confidentiality Liability, Payment Card Industry Liability and Multimedia Liability covers

If the insurance provided by any of the above covers is also covered by another policy (or would be but for the existence of such above cover), We will only provide cover to You for any excess beyond the amount which would be payable under such other insurance had such above cover not been effected.

Our Rights

We may, if Damage occurs which leads to a claim

- (1) enter the Building or The Premises
- (2) take possession of, or require to be delivered to Us, the Computer Equipment which We will deal with in a reasonable manner without incurring liability or reducing Our rights.

We will not pay for any Damage if You, or anyone acting on Your behalf, do not comply with Our requirements or hinder or obstruct Us. You are not entitled to abandon property to Us.

Exceptions

The following Exceptions apply to this Section in addition to the Policy Exceptions at the back of this policy.

We will not provide cover for:

- (1) circumstances which, at the inception of this Section, The Insured knew or ought to have known about and which may give rise to a claim
- (2) any accidental failure of the telecommunications links caused by
 - (a) equipment which is not
 - (i) properly installed or compatible with the telecommunications services provided by Your telecommunications services supplier
 - (ii) recognised and approved by Your telecommunications services supplier
 - (b) failure of any satellite
 - (i) prior to obtaining its full operating function
 - (ii) while in or beyond the final year of its design life
 - (c) atmosphere, solar or lunar conditions causing temporary interference with transmission to or from any satellite
- (3) any Damage, or the threat thereof, or any consequence resulting directly or indirectly from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (a) Terrorism
 - (b) civil commotion in Northern Ireland
 - (c) any action taken in controlling, preventing, suppressing, or in any way relating to (a) and/or (b) above

In any action, suit or other proceedings where We allege that any Damage, or the threat thereof, or any consequence whatsoever results from 3(a) and/or (3)(b) and/or (3)(c) and is therefore not covered by this Section, the burden of proving that any such Damage, or the threat thereof, or any consequence whatsoever is covered under this Section will be upon You.

However We will provide cover for Cyber Terrorism as insured by this Section other than in respect of Damage which results directly from

- (i) fire, explosion, flood, escape of water from any tank, apparatus or pipe (including any sprinkler system),
 - (ii) impact of any aircraft or any aerial devices or articles dropped from them,
 - (iii) impact of any sea-going or water-going vessel or of any vehicle whatsoever or of any goods or cargo carried in or on such vessel or vehicle
- (4) any loss or liability arising from equipment controlling or monitoring
 - (a) any manufacturing or other industrial process
 - (b) any vehicle, aircraft or waterborne vesselunless cover is stated to apply in The Schedule
- (5) Loss, destruction of or damage to property, any loss or expense, any consequential loss or any legal liability, directly or indirectly caused by or contributed to by or arising from
 - (a) any test, experiment or routine inspection
 - (b) the imposition of abnormal working conditions including intentional overloading unless occurring without Your knowledge or consent
- (6) Damage caused by or contributed to by or arising from
 - (a) disappearance
 - (b) unexplained or inventory shortage

- (7) any fine, regulatory or statutory payment and/or any liquidated damages, or any amount payable under any penalty clause other than
 - (a) any lawfully insurable regulatory fines and penalties as covered under Regulatory Fines and Penalties clause
 - (b) non-compliance fees as covered under Payment Card Industry Liability Cover
- (8) (a) loss of
 - (b) loss of use of
 - (c) inaccessibility of data or programs arising from pre-existing faults in or the unsuitability of programs or computer systems software unless caused by Virus, Hacking or Denial of Service Attack
- (9) consequential loss or Damage except as covered under Business Interruption Cover
- (10) Damage or interruption to or interference with The Business caused by wear and tear, gradual deterioration due to atmospheric conditions or otherwise, rust, corrosion or oxidation.

However We will cover You for any subsequent Damage resulting from such cause not otherwise excluded.
- (11) any claim brought in a court of law or other tribunal outside The Defined Territories
- (12) any fraud, dishonesty, insolvency, financial default, conversion, conspiracy, inducement of breach of contract, malicious or illegal act, deceit, intimidation, personal spite, ill will or liability arising out of any intentional or deliberate act or omission by The Insured other than an Employee who is not a director acting intentionally and outside of their scope of authority
- (13) any Costs and Expenses of criminal prosecution awarded against The Insured
- (14) unlawful surveillance or any unsolicited communications or unauthorised collection of Data
- (15) any proceedings or claims brought by a subsidiary, parent or associate company
- (16) any proceedings or claims arising directly or indirectly out of the service provided to You by any internet service provider, telecommunications provider or other utility provider
- (17) any loss or liability arising from or to any vehicle licensed for road use or which requires a Certificate of Motor Insurance
- (18) The Excess

However the Excess will not apply in respect of initial advice provided by our Cyber Claims Service.

Definitions

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section unless an alternative definition is stated to apply. Policy Definitions can also be found at the back of this document.

Bad Actor

Any person who has perpetrated or colluded in an act that has directly resulted in a claim under any of the Cyber Covers.

Bodily Injury

Bodily injury including death, illness, disease or nervous shock.

Claims Service Provider

The company appointed by Us to handle Your claim notification.

Compensation

Damages, including interest.

Computer Equipment

Mainframes, personal computers, servers, laptops, handheld computers, smartphones and other equipment including

- (1) hard or solid-state drives
- (2) satellite and telecommunications links and computerised telephone exchanges
- (3) electronic access equipment
- (4) Data Storage Materials

used for processing, communicating and storing electronic data

Excluding

- (a) equipment held as stock
- (b) customer's equipment
- (c) items whose primary purpose is surveying, measuring, metering, recording or radio communication

For the purposes of the Data Privacy and Confidentiality Liability cover under this Section, this definition includes the use of any outsourced data processing and storage services under a contract with You.

Costs and Expenses

- (1) Costs and Expenses incurred with Our written consent
- (2) Any claimant's legal costs for which The Insured is legally liable in connection with any event which is or may be the subject of a claim under this Section.

Cover Limit

The maximum amount We will pay under each cover, as stated in The Schedule.

Cyber Extortion

A demand for payment as a pre-condition to resolving a Virus or Similar Mechanism, Hacking or Denial of Service Attack which, at the time the demand is made:

- (1) prevents access to Data, or
- (2) involves a credible threat made against You to
 - (a) destroy, use or reveal to third parties Personal Data or sensitive business Data, or
 - (b) cause Damage to Your Computer Equipment.

Cyber Extortionist

Any party committing or being an accessory to a Cyber Extortion.

Cyber Extortion Payment

A payment made by You to a Cyber Extortionist following a Cyber Extortion.

Cyber Terrorism

Any act or series of acts or threat thereof of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation through the use of computer systems, to destruct, disrupt or subvert any computer system, computer network, infrastructure, the Internet, the intranet, telecommunications and/or its content, with the intention to cause harm or committed for religious, ideological or political purposes (including, but not limited to, the influencing of any government and/or to put the public in fear).

Damage

Loss, destruction or damage.

Data Protection Regulations

The Data Protection Act 2018 or the General Data Protection Regulation (Regulation (EU) 2016/679) or any Legislation implementing the General Data Protection Regulation, or any previous or any replacement legislation in respect of any of the foregoing.

Data Security Breach

Loss, theft or accidental release of

- (1) Personal Data involving one or more Data Subjects which creates a risk of financial harm to the Data Subject or which triggers an obligation under any law or regulation to notify the Data Subject of such loss, theft or accidental release
- (2) Other Data.

Data Storage Materials

Any materials or devices used for the storage or representation of Data including but not limited to disks, tapes, CD-ROMs, DVDs, memory sticks, memory cards or other materials or devices which may or may not also constitute Computer Equipment.

Data Subject

An individual who is the subject of Personal Data.

Defined Contingency

Fire, lightning, explosion, aircraft and other aerial and/or spatial devices or articles dropped from them, earthquake, riot, civil commotion, strikers, locked out workers or persons taking part in labour disturbances, storm, flood, escape of water from any tank apparatus or pipe, impact by any road vehicle or animal, theft or attempted theft.

Denial of Service Attack

Any actions or instructions with the ability to damage, interfere with, or otherwise affect the availability of Computer Equipment or Data, including but not limited to the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, and the generation of excess or non genuine traffic within, between or amongst networks.

Excess

The amount specified in Your policy or The Schedule which We will deduct from each and every claim. You will repay any such amount paid by Us.

Excess Period

The period measured from the time of the insured event during which We will not be liable for any interruption of or interference with The Business, as stated in The Schedule.

Our liability shall exist only for such part of said loss that is incurred for the determined period of interruption or interference in excess of the Excess Period.

Hacking

Unauthorised access to or malicious use of any computer or other equipment, component, system or item which processes, stores or retrieves data whether Your property or not.

Indemnity Period

The period during which The Business results are affected due to an insured event, beginning with the date of the insured event and ending not later than the Maximum Indemnity Period.

Maximum Indemnity Period

The number of months stated in The Schedule.

On-line Media

Any text, images, videos or sound distributed via Your website, extranet or intranet, social media presence or externally distributed e-mail.

Outsourced Service Provider

Any provider of information technology, data hosting or data processing services to You under contract excluding the supply of gas, electricity, water, telecommunication or internet service.

Personal Data

Data which relates to a natural person who can be identified from that data which is in Your possession.

Personal Injury

Bodily Injury, wrongful arrest, detention or imprisonment, eviction, accusation of shoplifting.

Retroactive Date

The date stated in The Schedule.

Revenue

Revenue means the money paid or payable to You for services rendered or goods sold in the course of The Business at The Premises.

Annual Revenue

The Revenue during the 12 months immediately before the date of the Damage.

Standard Revenue

The Revenue during that period in the 12 months immediately before the date of the Damage which corresponds with the Indemnity Period.

Annual Revenue and Standard Revenue may be adjusted to reflect any trends or circumstances which

- (1) affect The Business before or after the Damage
- (2) would have affected The Business had the Damage not occurred.

The adjusted figure will represent, as near as possible, the results which would have been achieved during the same period had the Damage not occurred.

Reward

Any reward or similar payment paid by You, with Our consent, for information leading to the conviction of a Bad Actor, or for the recovery in whole or in part of a direct financial loss.

System Failure

Unintentional and unplanned malfunction or outage.

Terrorism

Any act or acts caused or occasioned by any person(s) or group(s) of person(s) or so claimed for political, religious, ideological or similar purposes.

The Defined Territories

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, or offshore installations within the Continental Shelf around such territories.

The Insured

- (1) You and Your personal representatives in respect of legal liability You incur
- (2) At Your request, including the personal representatives of these persons
 - (a) any director, partner or Employee of Yours
 - (b) the officers, committees and members of Your canteen, social, sports, educational, welfare organisations, first aid, fire, security and ambulance services in their respective capacities as such
 - (c) any principal for whom You are carrying out a contract, to the extent required by the contract conditions
 - (d) those who hire plant to You to the extent required by the hiring conditions

for legal liability for which You would have been entitled to cover if the claim had been made against You.

Each covered party will be subject to the terms of this Section so far as they apply.

The total amount which We will pay will not exceed the Total Cover Limit stated in The Schedule regardless of the number of parties claiming to be covered.

Third Party

Any person who is not

- (1) an employee, equity partner, director or member of Yours or of a subsidiary or a parent or related or group company of Yours
- (2) working in collusion with an employee, equity partner, director or member of Yours or of a subsidiary or a parent or related or group company of Yours
- (3) an external auditor or accountant, insurance intermediary, financial adviser, factor, commission merchant, consignee or other similar agent or representative whose services are employed by You.

Total Cover Limit

The maximum amount, as stated in The Schedule, which We will pay in any Period of Insurance

- (1) inclusive of Costs and Expenses, in respect of all claims which are both first made against You during the Period of Insurance and notified to Us during the Period of Insurance or within 30 days of the expiry of the Period of Insurance
- (2) in respect of claims made by You.

All claims arising out of one cause, whether or not all such claims are made against You in the same Period of Insurance, will be treated as one claim at the time the first claim is made.

Any claim subsequently arising from any circumstance notified to Us shall be deemed to have been made during the Period of Insurance in which the notice of such circumstances was first received by Us.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions with the ability to damage, interfere with, or otherwise adversely affect Computer Equipment or Data, whether involving self-replication or not, including, but not limited to trojan horses, worms and logic bombs.

