

## Cyber and data insurance

### Policy wording

Please read the schedule to see whether you are covered by this section for Your own losses, Claims and investigations against you, Financial crime and fraud or Property damage.

The General terms and conditions and the following terms and conditions all apply to this section.

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### Special definitions for this section

<b>Additional business expenses</b>	The reasonable and necessary additional costs incurred as a direct result of a <b>cyber attack</b> , but not including any normal overhead costs, general business expenses, salaries or wages incurred by <b>you</b> or any other person or entity entitled to coverage under this section.
<b>Additional increased costs of working</b>	The reasonable and necessary additional costs and expenses, not including the costs of reconstitution of data, incurred by <b>you</b> with <b>our</b> prior written agreement in order to continue <b>your business</b> or minimise <b>your</b> loss of <b>income</b> during the <b>indemnity period</b> and not limited to the reduction in <b>income</b> saved.
<b>Advertising</b>	Advertising, publicity or promotion in or of <b>your</b> products or services.
<b>Applicable courts</b>	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule. For the purposes of <b>privacy investigations</b> and investigations, 'applicable courts' shall mean the countries stated as the applicable courts in the schedule.
<b>Breach</b>	The unauthorised acquisition, access, use or disclosure of, or the loss or theft of, <b>personal data</b> or confidential corporate information.
<b>Breach costs</b>	<p>The reasonable and necessary costs incurred by <b>you</b> with <b>our</b> prior written agreement in direct response to an actual or suspected <b>breach</b>, including but not limited to:</p> <ol style="list-style-type: none"><li>1. legal costs to:<ol style="list-style-type: none"><li>a. provide advice to <b>you</b> in connection with <b>your</b> investigation of a <b>breach</b>;</li><li>b. assist with the preparation of notifications to any regulator and affected <b>data subjects</b>; and</li><li>c. determine and pursue any indemnity under a written agreement with a third-party;</li></ol></li><li>2. <b>breach forensic costs</b>;</li><li>3. costs incurred to notify:<ol style="list-style-type: none"><li>a. each affected <b>data subject</b> of the <b>breach</b>; and</li><li>b. any regulatory body, including but not limited to the Information Commissioner's Office, of the <b>breach</b>;</li></ol>where <b>you</b> are required by any law or regulation to do so or where <b>you</b> do so voluntarily;</li><li>4. costs <b>you</b> incur to use a third-party call centre to answer enquiries from affected <b>data subjects</b> following notification of the <b>breach</b> to such <b>data subjects</b>;</li><li>5. <b>credit monitoring costs</b>; and</li><li>6. costs to monitor the dark web for the appearance of any information accessed in the course of a <b>breach</b>;</li></ol> <p>but not including any overhead costs, general business expenses, salaries or wages incurred by <b>you</b> or any other person or entity entitled to coverage under this section.</p>
<b>Breach forensic costs</b>	<p>Costs <b>you</b> incur for:</p> <ol style="list-style-type: none"><li>1. computer forensic analysis conducted by outside forensic experts to:<ol style="list-style-type: none"><li>a. confirm whether or not a <b>breach</b> has occurred;</li></ol></li></ol>

- 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.

<b>Claim</b>	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 <b>you</b> within the <b>applicable courts</b> .
<b>Computer system</b>	Any <b>programs</b> , computer network, hardware, software, information technology or communications system, including any email system, intranet, extranet or website.
<b>Credit monitoring costs</b>	The reasonable and necessary costs incurred by <b>you</b> with <b>our</b> prior written agreement to provide credit monitoring services or other credit protection services to each affected <b>data subject</b> .
<b>Cyber attack</b>	Any digital attack designed to disrupt access to or the operation of a <b>computer system</b> , including but not limited to any: <ol style="list-style-type: none"><li>1. malicious search engine optimisation;</li><li>2. malicious clicking on any pay-per-click links;</li><li>3. crypto-jacking; or</li><li>4. denial of service attack or distributed denial of service attack.</li></ol>
<b>Cyber ransom losses</b>	Following an <b>illegal threat</b> : <ol style="list-style-type: none"><li>1. the reasonable and necessary fees of <b>our</b> appointed consultant, incurred by <b>you</b> with <b>our</b> prior written agreement, for advising <b>you</b> on the handling and negotiation of the ransom demand;</li><li>2. 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</li><li>3. the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.</li></ol>
<b>Data asset</b>	Any electronic data or software.
<b>Data recovery costs</b>	The reasonable and necessary costs and expenses incurred with <b>our</b> prior written agreement to regain access to <b>your data asset</b> , or to replace, restore or repair <b>your data asset</b> from back-ups, originals, or other sources. <p>This does not include:</p> <ol style="list-style-type: none"><li>1. costs incurred after it has been established that <b>your data asset</b> cannot be replaced, restored or repaired, or access to it cannot be regained;</li><li>2. the economic value of <b>your data asset</b>, including the value of any trade secrets;</li><li>3. costs to restore, update, or replace <b>your data asset</b> to a level beyond that which existed prior to the event, unless <b>your data asset</b> can only be replaced, restored or repaired by purchasing a newer equivalent; or</li><li>4. costs to research or develop <b>your data asset</b> or to recreate, gather or assemble facts, concepts or information needed to reproduce <b>your data asset</b>.</li></ol>
<b>Data subject</b>	Any natural person who is the subject of <b>personal data</b> .
<b>Defence costs</b>	The reasonable and necessary lawyers' and experts' fees and legal costs incurred with <b>our</b> prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered <b>claim</b> .
<b>Dependent business</b>	Any individual or entity that provides <b>you</b> with <b>outsourced business processes</b> or <b>information technology services</b> pursuant to a written contract.
<b>Employee</b>	Any individual performing employment duties solely on <b>your</b> behalf in the ordinary course of <b>your business</b> and who is subject to <b>your</b> sole control and direction and to whom <b>you</b> supply the instruments and place of work necessary to perform such duties. This does not include

**you** or **your** sub-contractors or outsourcers.

**Hacker**

Anyone, including an **employee** of **yours**, who gains unauthorised access to or unauthorised 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 unauthorised 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 minimising 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.

**Information technology services**

Computer and electronic technology services, including but not limited to cloud computing and other hosted computer resources. However, this does not include any internet service provider or telecommunications provider.

**Insured equipment**

Any **property** shown on the schedule that forms part of your **computer system** used for **your business**, including but not limited to computers, servers, telephones, smartphones, tablets, televisions, printers, scanners, cameras, sensors, smart speakers and other internet connected devices.

**Insured person**

Any natural person who is, or during the **period of insurance** becomes, a statutory director, partner or officer of **you**.

**Loss**

Any financial harm caused to **your business**.

**Money**

Cash, coin, bank and currency notes, bullion, funds, cheques, registered cheques, travellers' cheques, postal orders, bank drafts, money orders or any electronic, digital, online or cryptocurrency.

**Operational error**

Any negligent act, error or omission by an **employee** or supplier of **yours** in the:

1. creation, handling, entry, modification or maintenance of any **data asset**; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching), and development of **your computer system**.

**Outsourced business processes**

Services supporting the operation of **your business** functions, including but not limited to human resources, call centre, and fulfilment services. This does not include the provision of products or services as part of **your** supply chain.

**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.

<b>PCI DSS</b>	Payment Card Industry Data Security Standard or any similar or successor standard or regime.
<b>Personal data</b>	Any individually identifiable information about a <b>data subject</b> , including but not limited to such information protected by the Data Protection Act 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.
<b>Privacy forensic costs</b>	The reasonable and necessary costs incurred by <b>you</b> with <b>our</b> prior written agreement for forensic services conducted by outside forensic experts to assist in the defence of a <b>claim</b> .
<b>Privacy investigation</b>	Any official examination, official inquiry or official investigation based on the same circumstances as any <b>breach</b> or <b>claim</b> under <b>What is covered, B. Claims and investigations against you</b> , Privacy liability 1. a., b., or d., conducted by any regulator, government department or other legally empowered body within the <b>applicable courts</b> .
<b>Privacy investigation costs</b>	The reasonable and necessary lawyers' and experts' fees and legal costs incurred with <b>our</b> prior written agreement in investigating, settling, defending, appealing or defending an appeal against a <b>privacy investigation</b> or an investigation for any actual or alleged breach of the Data Protection Act 2018 or General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.
<b>Property</b>	Tangible property.
<b>Public relations costs</b>	The reasonable costs incurred with <b>our</b> prior written agreement: <ol style="list-style-type: none"> <li>1. for a public relations or crisis management consultant to assist <b>you</b> in re-establishing <b>your</b> business reputation and to respond to media reports, including the development and communication of a strategy to repair <b>your</b> reputation;</li> <li>2. to issue statements via email or <b>your</b> website and social media accounts, including managing and monitoring <b>your</b> social media sites; and</li> <li>3. for any other reasonable and proportionate measures taken to protect or re-establish the reputation of <b>your business</b>.</li> </ol>
<b>Regulatory award</b>	Following a <b>privacy investigation</b> , 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 organisation, if insurable in the jurisdiction where such award was first ordered, but not including <b>PCI charges</b> .
<b>Securities</b>	Negotiable and non-negotiable instruments or contracts, in physical or electronic form, which represent <b>money</b> or <b>property</b> .
<b>Security failure</b>	Any failure by <b>you</b> or by others on <b>your</b> behalf (including but not limited to <b>your</b> sub-contractors and outsourcers) in securing <b>your computer system</b> against unauthorised electronic access or use.
<b>Social engineering communication</b>	Any request directed to <b>you</b> or someone on <b>your</b> behalf by a person improperly seeking to obtain possession or the transfer to a third-party of <b>money, securities</b> or <b>property</b> that such person or third-party is not entitled to, where such person improperly: <ol style="list-style-type: none"> <li>1. impersonates or claims to be another person who would be lawfully entitled to possession of or access to, or to authorise transactions in respect of, such <b>money, securities</b> or <b>property</b> had they made such a request; or</li> <li>2. assumes the identity of another person who <b>you</b> or someone on <b>your</b> behalf reasonably believes exists and would be lawfully entitled to possession of or access to such <b>money, securities</b> or <b>property</b> had they existed and made such request.</li> </ol>
<b>Subsidiary</b>	An entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar: <ol style="list-style-type: none"> <li>1. that has been identified in the presentation of the risk for this <b>policy</b> and of which <b>you</b> own more than 50% of the book value of the assets or of the outstanding voting rights on the first day of the <b>period of insurance</b>; or</li> <li>2. which <b>you</b> acquire during the <b>period of insurance</b>: <ol style="list-style-type: none"> <li>a. where the turnover at the date of acquisition is less than 10% of <b>your</b> existing turnover;</li> </ol> </li> </ol>

- b. where the acquired entity's business is the same as **yours**; and
- 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 section of the **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, f. Reputation protection, Operational error or Dependent business interruption.

**You/your**

Also includes:

- 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:

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**;
- ii. **increased costs of working**; and
- iii. **additional increased costs of working**, where shown on the schedule;

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. i. **public relations costs**; and

- ii. **your** loss of **income** and any **increased costs of working** resulting solely and directly from the damage to **your** reputation; and

Key person cover

g. the reasonable and necessary costs incurred by **you** with **our** prior written agreement to engage a consultant to:

- i. undertake the day-to-day work of a senior manager or director to the extent that

such individual is unable to fulfil his or her usual responsibilities as a direct result of their time being diverted to the management of a covered **breach, security failure, illegal threat or cyber attack**; or

- ii. manage **your** response to a covered **breach, security failure, illegal threat or cyber attack**, to enable a senior manager or director to fulfil his or her usual responsibilities.

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 of **yours**.

**The following covers are also provided where shown in the schedule:**

Operational error

If **you** suffer an interruption to **your business**, which commences during the **period of insurance** and lasts longer than the **time excess**, and which is caused by a an **operational error**, **we** will indemnify **you** against any:

1. loss of **income**;
2. **increased costs of working**;
3. **additional increased costs of working**, where shown on the schedule;
4. **data recovery costs**; and
5. **public relations costs**;

resulting solely and directly from such **operational error**.

Dependent business interruption

If **you** suffer an interruption to **your business**, which commences during the **period of insurance** and lasts longer than the **time excess**, and which is caused by a **dependent business** suffering a **security failure or cyber attack**, **we** will indemnify **you** against any:

1. loss of **income**;
2. **increased costs of working**;
3. **additional increased costs of working**, where shown on the schedule;
4. **data recovery costs**; and
5. **public relations costs**;

resulting solely and directly from such **security failure or cyber attack**. For the purposes of this cover, the **dependent business** shall be treated as 'you' for the purposes of the definition of **security failure**.

**B. Claims and investigations against you**

If during the **period of insurance**, and in the course of **your business or advertising** within the **geographical limits**:

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**;

GDPR investigations

3. **you** are the subject of an official examination, official inquiry or official investigation based on any actual or suspected breach of the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation;

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;

Network security and personal data events	<ul style="list-style-type: none"> <li>b. defamation, including but not limited to libel, slander, trade libel, product disparagement or malicious falsehood; or</li> <li>c. breach of any licence;</li> </ul> <p>which directly arises from the content of <b>your</b> email, business social media accounts, intranet, extranet or website, including alterations or additions made by a <b>hacker</b>; or</p> <ul style="list-style-type: none"> <li>6. any party brings a <b>claim</b> against <b>you</b> for any actual or alleged: <ul style="list-style-type: none"> <li>a. transmission of a <b>virus</b>;</li> <li>b. denial of service attack against a third party;</li> <li>c. unauthorised acquisition, access, use, or disclosure of <b>personal data</b> or confidential corporate information that is held or transmitted in any form; or</li> <li>d. prevention of authorised electronic access to any <b>computer system, personal data</b> or confidential corporate information;</li> </ul> </li> </ul> <p><b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>a. the amount agreed by <b>you</b> and <b>us</b> through good faith negotiation, mediation or some other form of alternative dispute resolution to settle the <b>claim</b> or the amount to satisfy a judgment or arbitration award against <b>you</b>, including any judgment or award ordering <b>you</b> to pay claimants' lawyers' fees and costs;</li> <li>b. any <b>regulatory award</b>;</li> <li>c. <b>PCI charges</b>;</li> <li>d. <b>privacy forensic costs</b> and <b>privacy investigation costs</b>; and</li> <li>e. <b>defence costs</b>, but <b>we</b> will not pay costs for any part of a <b>claim, privacy investigation</b> or investigation not covered by this section.</li> </ul>
<b>C. Financial crime and fraud</b>	<p>If during the <b>period of insurance</b>, and in the course of <b>your business</b> within the <b>geographical limits</b>, <b>you</b> discover a <b>loss</b> directly from:</p>
Electronic theft	<ul style="list-style-type: none"> <li>1. the criminal taking or misappropriation by electronic means of <b>money, securities</b>, or <b>property</b> belonging to <b>you</b>;</li> </ul>
Telephone toll fraud	<ul style="list-style-type: none"> <li>2. the unauthorised and criminal use by someone, other than <b>you</b> or an <b>employee</b>, operating outside of premises used for <b>your business</b>, of any telephone lines used by <b>you</b>, including but not limited to fixed line, voice over internet protocol and mobile;</li> </ul>
Social engineering	<ul style="list-style-type: none"> <li>3. the transfer by <b>you</b> of <b>your money, securities</b> or <b>property</b> in direct response to a <b>social engineering communication</b>;</li> </ul>
Client social engineering loss	<ul style="list-style-type: none"> <li>4. a client transferring <b>money, securities</b> or <b>property</b>, which <b>you</b> were entitled to receive, to a third-party in direct response to a <b>social engineering communication</b> purportedly sent from <b>your computer system</b> as a direct result of a <b>hacker</b>.</li> </ul> <p>For the purposes of this cover:</p> <ul style="list-style-type: none"> <li>a. the client shall be treated as 'you' for the purposes of the definition of <b>social engineering communication</b>; and</li> <li>b. the definition of <b>hacker</b> does not include any of <b>your employees</b>, sub-contractors or outsourcers.</li> </ul>
Fraudulent use of your electronic identity	<ul style="list-style-type: none"> <li>5. the fraudulent or dishonest use of the electronic identity of <b>your business</b>, including but not limited to: <ul style="list-style-type: none"> <li>a. the obtaining of credit in <b>your</b> name;</li> <li>b. the electronic signing of any contract;</li> <li>c. the creation or use of a website designed to copy or imitate that of <b>your business</b>; or</li> <li>d. the use by a third-party of <b>your</b> digital or electronic identity;</li> </ul> </li> </ul> <p><b>we</b> will pay:</p>

- a. the value or amount of any taken or misappropriated **money, securities or property** or, in the case of telephone toll fraud, the cost to **you** of the fraudulent calls;
- b. the reasonable and necessary costs incurred with **our** prior written agreement to extricate **your business** from any contract or arrangement entered into through such fraudulent or dishonest use of the electronic identity of **your business**; and
- c. **public relations costs.**

**D. Property damage**

If during the **period of insurance** and in the course of **your business**, any **insured equipment** is rendered unusable as a direct result of a **security failure, cyber attack** against **you, hacker** or transmission of a **virus, we** will cover the costs of repairing or replacing the unusable part.

**E. Additional covers**

The following additional covers are provided up to the corresponding limit of indemnity shown on the schedule.

Repeat event mitigation

Following any payment under **What is covered A. to C.** above, **we** will pay the reasonable and necessary costs and expenses incurred by **you** with **our** prior agreement to:

1. upgrade existing hardware or software forming part of **your computer system**; and
2. obtain risk management advice,

which is necessary to prevent or minimise the chance of a reoccurrence of the event that gave rise to the payment under this section.

Directors' personal cover

If:

1. any **insured person** suffers a direct financial loss; or
2. a claim is brought against an **insured person**;

in their personal capacity but which would have been covered under this section if the same claim had been brought against **you** or if **you** had suffered the same loss, **we** will cover the **insured person** under this section as if they were **you**.

Court attendance compensation

If any individual within the definition of **you** or any **employee**, has to attend court as a witness in connection with a **claim** against **you** covered under this section, **we** will pay **you** the amount stated in the schedule as compensation for each day or part of a day that their attendance is required by **us**.

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**What is not covered**

A. **We** will not make any payment for any **claim, loss** or any other liability under this section 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 failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider. However, this exclusion does not apply where **you** provide such services as part of **your business**.

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

5. any loss, theft, damage, destruction or loss of use of any **property**. However, this does



tangible property	<p>not apply to any:</p> <p>a. <b>breach</b>, which is itself caused by the loss or theft of data; or</p> <p>b. damage covered under <b>What is covered, D. Property damage</b>.</p>
Bodily injury	<p>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 <b>claim</b> seeking damages for mental anguish or distress where such damages solely stem from a covered <b>claim</b> for defamation or breach of privacy.</p>
System degradation or performance	<p>7. any:</p> <p>a. degradation, deterioration or reduction in performance of <b>your computer system</b> caused gradually or as a result of the recommended use or <b>your</b> ordinary use of the system; or</p> <p>b. loss of, reduction in or loss of use of bandwidth, unless caused by an identifiable malicious act;</p> <p>including where caused by increased use of the <b>computer system</b> or by steps taken by <b>you</b> to upgrade the system. However, this exclusion does not apply to any covered <b>loss</b> under <b>What is covered, A. Your own losses</b>, Operational failure.</p>
Outdated systems	<p>8. the use by <b>you</b> of any software or systems that are unsupported by the developer.</p>
Seizure and confiscation	<p>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 order by such authority to take down, deactivate or block access to <b>your computer system</b>.</p>
Damage to property caused by terrorism	<p>10. damage to <b>property</b> caused by <b>terrorism</b>. This exclusion only applies to the cover under <b>What is covered, D. Property damage</b>.</p>
War	<p>11. <b>war</b>.</p>
Nuclear risks	<p>12. <b>nuclear risks</b>.</p>
Insolvency	<p>13. <b>your</b> insolvency or the insolvency of <b>your</b> suppliers, sub-contractors and outsourcers.</p>
Pre-existing problems	<p>14. anything likely to lead to a <b>claim, loss</b> or other liability under this section, which <b>you</b> knew or ought reasonably to have known about before <b>we</b> agreed to insure <b>you</b>.</p>
Dishonest and criminal acts	<p>15. any:</p> <p>a. fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business, or any knowing or wilful violation of a law, whether committed by <b>you</b> or committed by another whose conduct or violation of the law <b>you</b> have ratified or actively condoned; or</p> <p>b. act <b>you</b> knew, or reasonably ought to have known at the time <b>you</b> performed it, would give rise to a <b>claim, loss</b> or any other liability under this section. This includes any statement <b>you</b> knew, or ought reasonably to have known, was defamatory at the time of publication.</p> <p>However, this exclusion will not apply unless:</p> <p>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;</p> <p>ii. such conduct, violation of the law or act has been established by <b>your</b> admission in a proceeding or otherwise; or</p> <p>iii. <b>you</b> or <b>we</b> discover evidence of such conduct, violation of the law or act;</p> <p>at which time <b>you</b> shall reimburse <b>us</b> for all payments made by <b>us</b> in connection with such conduct, violation of the law or act and all of <b>our</b> duties in respect of that <b>claim, loss</b> or other liability under this section shall cease.</p>
Reckless conduct	<p>16. any conduct committed by <b>you</b> in reckless disregard of <b>your</b> or another person's or business' rights or <b>your business</b> interests.</p>

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 17. any post from a social media account that does not belong to **your business**.
- Fraudulent use of your electronic identity 18. the fraudulent or dishonest use of the electronic identity of **your business**. However, this exclusion does not apply to:
  - a. any covered **claim** or **loss** under **What is covered, C. Financial crime and fraud**; or
  - b. any **claim** under **What is covered, B. Claims and investigations against you** arising as a direct result of a **hacker**.
- Natural perils 19. fire, flood, storm, lightning, frost, explosion or extremes of weather or temperature. However, this exclusion does not apply to any **claim, loss** or any other liability arising directly from a **breach**, which is itself caused by such natural peril.
- Claims brought by a related party B. **We** will not make any payment for:
  - 1. 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 2. 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, penalties and sanctions 3. criminal, civil or regulatory sanctions, 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 organisation.
- However, this exclusion does not apply to:
  - a. **PCI charges**; or
  - b. **regulatory awards**.
- Claims outside the applicable courts 4. any **claim, privacy investigation** or investigation brought or commenced outside the **applicable courts**.
- This applies to proceedings in the **applicable courts** to enforce, or which are based on, a judgment or award from outside the **applicable courts**.
- Non-specific investigations 5. 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**.

## How much we will pay

**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.

The amount **we** pay for a particular type of **claim** or **loss** may be further limited in the schedule.

Excess	<p><b>You must:</b></p> <ol style="list-style-type: none"> <li>1. pay the relevant <b>excess</b> shown in the schedule; and</li> <li>2. bear any loss or expense suffered during the <b>time excess</b> in respect of each covered:             <ol style="list-style-type: none"> <li>a. partial or total interruption to <b>your business</b>;</li> <li>b. <b>loss</b> under <b>What is covered, A. Your own losses</b>, Operational error, Dependent business interruption or Reputation protection f.ii.</li> </ol> </li> </ol> <p>The <b>excess</b> shown in the schedule is not payable in respect of any <b>loss</b> in respect of which <b>you</b> have borne the <b>time excess</b>.</p>
72-hour excess waiver	<p>If <b>you</b> notify <b>us</b> within 72 hours of <b>your</b> first awareness of any actual or reasonably suspected <b>breach</b>, the <b>excess</b> will not apply against any <b>losses</b> suffered as a result of the <b>breach</b>. This waiver does not apply to any <b>time excess</b>.</p>
Overheads and business expenses	<p>Any amounts to be paid by <b>us</b> shall not include or be calculated based on any of <b>your</b> overhead expenses, <b>your</b> liability for debt, taxes, lost costs or profits, salaries or wages ordinarily incurred in the performance of <b>your business</b>, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving <b>your</b> security or performing audits. However, this does not apply to any costs or expenses covered under <b>What is covered, E. Additional covers</b>, Repeat event mitigation or <b>What is covered, A. Your own losses</b>, c. Cyber attack losses.</p>
Damage to your insured equipment	<p>For physical damage to <b>insured equipment</b> covered under <b>What is covered, D. Property damage</b>, at <b>our</b> option <b>we</b> will cover the costs of repairing or replacing the unusable part, not including any <b>data recovery costs</b>.</p>
Business interruption	<p>Following a covered interruption, or a covered <b>loss</b> under <b>What is covered, A. Your own losses</b>, f. Reputation protection, Operational error or Dependent business interruption, <b>we</b> will pay the difference between <b>your</b> actual <b>income</b> during the <b>indemnity period</b> and the <b>income</b> it is estimated <b>you</b> would have earned during that period or, if this is <b>your</b> first trading year, the difference between <b>your income</b> during the <b>indemnity period</b> and during the period immediately prior to the interruption or <b>loss</b>, less any savings resulting from the reduced costs and expenses <b>you</b> pay out of <b>your income</b> during the <b>indemnity period</b>. <b>We</b> will also pay for <b>increased costs of working</b>.</p>
Repeat event mitigation	<p>The most <b>we</b> will pay under <b>What is covered, E. Additional covers</b>, Repeat event mitigation is 10% of the amount of the corresponding <b>claim, loss</b> or liability, or the amount shown on the schedule, whichever is lower.</p> <p>For the costs of upgrading software covered under <b>What is covered, E. Additional covers</b>, Repeat event mitigation, where any such upgrade requires the purchase of a software license, the most <b>we</b> will pay is the cost of a license for 12 months.</p> <p>Any amount <b>we</b> pay under <b>What is covered, E. Additional covers</b>, Repeat event mitigation, is included within and not in addition to the corresponding limit of indemnity for the event that gave rise to the payment of such mitigation costs.</p>
Directors' personal cover	<p>Any amount <b>we</b> pay under <b>What is covered, E. Additional covers</b>, Directors' personal cover, is included within and not in addition to the overall limit of indemnity for the section within <b>What is covered</b> under which the claim or loss would have been covered if it were brought against, or suffered by, <b>you</b>.</p>
Non-sterling losses	<p>All sums payable under this section of the <b>policy</b> will be paid in Pounds Sterling. Where any amount under this <b>policy</b> has been suffered or incurred in a different currency, <b>we</b> will calculate the amount of <b>our</b> payment by reference to the relevant exchange rate on the day the <b>loss</b> was suffered or the cost or expense incurred. For the purposes of calculating such amounts, where listed, <b>we</b> will use the exchange rate published in the Financial Times on the day the <b>loss</b> was suffered or the cost or expense incurred (or the next day on which the Financial Times is published if it is not published on the day in question).</p>

Defence arrangements

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence 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**.

Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

**We** will not pay any costs or expenses for any part of any **claim, loss** or any other liability not covered by this section.

Paying out the limit of indemnity

At any stage of a **claim, loss** or other liability under this section, **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.

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## Your obligations

If a problem arises

1. **We** will not make any payment under this section unless **you** 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:
  - a. any **claim, loss** or other liability under this section; or
  - b. anything which is likely to give rise to a **claim, loss** or other liability under this section.

If **we** accept **your** notification **we** will regard such **claim, loss** or other liability as notified to this insurance.

Cyber extortion

2. **We** will not make any payment 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. before agreeing to the payment of the ransom or the surrender of goods or services, **you** made all reasonable efforts to determine that the **illegal threat** was genuine and not a hoax;
  - c. an individual within the definition of **you** agreed to the payment of the ransom or the surrender of the goods or services;
  - d. **you** inform, or allow **us** to inform, the appropriate law enforcement authorities where any **illegal threat** was made; and
  - e. **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 section 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 section by an amount equal to the detriment **we** have suffered as a result.

Client social engineering

5. If **you** suffer a **loss** under **C. Financial crime and fraud**, 4. Client social engineering loss, **you** must give **us** all assistance **we** reasonably require to pursue a recovery against **your** client, in **your** name but at **our** expense.