

Cyber and Data Security Insurance Summary



QBE

Underwritten by a member of the **QBE Insurance Group (QBE)** (details are provided below)

This insurance is an annual contract unless stated otherwise and it may be renewed at the end of each policy year on the basis of the terms and conditions applicable upon renewal. **For full details of the start date and end date of the policy, you should read the policy schedule.**

This document provides only a summary of the main benefits of your insurance policy. An outline of the policy's significant features and benefits are set out below together with any significant exclusions or limitations. **For full details of all policy benefits and all terms you should read the policy.**

The policy is divided into a number of sections but not all the sections may be operative as part of your insurance. **Please refer to your quotation or renewal documentation for confirmation of the sections of cover selected.**

Limit of liability, sub-limit of liability, territorial limit and jurisdictional limit

This insurance is subject to an overall limit of liability, as well as various limits and sub-limits of liability which form part of and are not in addition to the overall limit of liability unless stated otherwise. There are also territorial and jurisdictional limits which apply to specific sections of this policy. **Please refer to your policy schedule for confirmation of the applicable limits and territorial and jurisdictional limits.**

Excess or deductible

Most cover sections will carry an 'excess' or 'deductible' being the first amount of each claim or occurrence that you must pay and is not covered by your insurance. The amount(s) will be stated in your quotation or renewal documentation or in the schedule, together with a qualification whether the amount will be applied per claim or per occurrence.

Conditions

You must:

- a) make a fair presentation of your risk in proposing for this insurance, including making disclosure in a comprehensive and accurate manner;
- b) notify us of claims and circumstances that may become a claim as soon as practical but always within the time limitation(s) stated in the policy;
- c) notify us of any and all material changes to the declared business activity or insured risks if you require them to be covered by this insurance; and
- d) comply with the general conditions and any specific conditions designed to reduce the risk of loss.

Section 2: Insuring agreements

Cyber, Data Security and Multimedia

Significant features and benefits

The policy provides indemnity for (i) any claim arising out of any actual or alleged cyber risk; (ii) any media claim; and (iii) and defence costs first made against you during the period of insurance of which you first become aware during the period of insurance.

Financial Transfer Indemnification

Significant features and benefits

The policy provides indemnity for theft of your money or property directly caused by a breach of network security.

Loss of or Damage to Documents

Significant features and benefits

Subject to certain conditions, the policy provides indemnity for costs and expenses reasonably incurred in replacing or restoring documents you discover during the period of insurance to be lost, damaged or destroyed as a result of a breach of privacy and which, after diligent search, cannot be found.

Withdrawal of Content

Significant features and benefits

Subject to certain conditions, and where our prior approval has been obtained, the policy provides indemnity for all costs and expenses which you shall become legally liable to pay for and as a result of the withdrawal or alteration of any media content by order of a court as a result of or in mitigation of a media claim, but only to the extent that such costs and expenses cannot be avoided or curtailed.

Voice / Telephony

Significant features and benefit

The policy provides indemnity for your financial loss as a direct result of you or any service provider failing to protect against a breach of network security which results in your telephone systems incurring unintended or unauthorised call charges or bandwidth charges during the period of insurance.

Data Breach Notification Costs

Significant features and benefits

Where our prior written consent has been obtained, the policy provides indemnity for legal expenses and data breach notification costs arising out of an actual or suspected cyber risk of which you first become aware during the period of insurance.

Information and Communication Asset Rectification Costs

Significant features and benefits

The policy provides indemnity for cost and expenses incurred in repairing, replacing or restoring electronic data and affected hardware discovered by you to be lost, damaged or destroyed.

Regulatory Defence and Penalty Costs

Significant features and benefits

To the extent insurable by law, and where our prior written consent has been obtained, the policy provides indemnity for those amounts which you are legally obliged to pay as a result of a breach of data protection law directly arising from a breach of privacy of which you become aware during the period **of insurance for any** legal and investigation costs, as a result of a civil regulatory action, regulatory compensation award, civil penalty or fines imposed by a data protection regulator against you.

Public Relations Costs

Significant features and benefits

Where our prior written consent has been obtained, the policy provides indemnity for a cyber and data security representative to avert or mitigate any significant damage to any of your brands and business operations resulting from a cyber risk of which you first becomes aware during the period of insurance.

Forensic Costs

Significant features and benefits

Where our prior written consent has been obtained, the policy provides indemnity for certain forensic costs incurred by the cyber and data security representative as a result of a cyber risk or cyber extortion threat of which you first become aware during the period of insurance.

Credit Monitoring Costs

Significant features and benefits

Where our prior written consent has been obtained, the policy provides indemnity for the cost of offering credit monitoring or identity theft services you incur for a maximum period of twelve (12) months to those affected by a breach of privacy of which you first become aware during the period of insurance.

Cyber Extortion

Significant features and benefits

To the extent insurable by law, and subject to providing certain information to our satisfaction, the policy provides indemnity for cyber extortion expenses arising from a cyber extortion threat during the period of insurance.

Cyber Business Interruption

Significant features and benefits

The policy provides indemnity for loss of business income incurred by you, including where caused by damage to your reputation, during the period of reinstatement as a result of a failure by you or the service provider to protect against a breach of network security or system error. We will not provide an indemnity for any losses incurred during the waiting period commencing when the total or partial interruption, material degradation in service, or failure of computer systems began.

The policy also provides indemnity for the reasonable charges payable by you to your professional accountants for producing such particulars or details or any other proofs, information or evidence as

may be required by the insurer and reporting that such particulars or details are in accordance with your books of account or other documents.

Social Engineering Fraud

Significant features and benefits

The policy provides indemnity for the theft of your money, property, products, goods, services or other financial benefit, where such theft is as a direct result of a social engineering fraud communication during the period of insurance designed to impersonate your partners and/or directors, officers or employees, or those of any of your suppliers or any third parties.

PCI DSS Costs

Significant features and benefits

Where our prior written consent has been obtained, and to the extent insurable by law, the policy provides indemnity for certain costs you incur for a claim and defence costs first made against you by a Payment Card Entity, or a party to whom you are liable for the claim arising from a breach of privacy during the period of insurance.

Significant or unusual exclusions or limitations for Section 2: Insuring agreements

QBE shall have no liability to make payments under the policy directly or indirectly attributable to any:

- a) costs in repairing, replacing or restoring your computer system to a level beyond that which existed prior to any claim or loss;
- b) bodily injury or physical loss, destruction or damage of tangible property;
- c) breach of taxation, competition, restraint of trade, anti-trust or unsolicited communications legislation or regulation;
- d) claim brought directly or indirectly by or on behalf of any insured or the insured's parent or subsidiary or any entity in which the insured or the insured's director(s) or officer(s), partner or member has an executive interest or responsibility or has a shareholding or other financial interest representing more than 15% of the issued share capital;
- e) dishonest or fraudulent act or omission of the insured or any deliberate or reckless breach by the insured of any law or regulation;
- f) liability arising under a contract except to the extent that such liability would have attached in the absence of such contract provided that this exclusion shall not apply in respect of PCI DSS;
- g) occurrence prior to the retroactive date or notified any other insurer(s) covering the same subject matter as the policy for a preceding period of insurance, or known to you prior to inception of this policy;
- h) false advertising or deceptive trade practices arising from media content;
- i) fines, penalties, liquidated damages or contractual penalties other than those covered under Regulatory Defence and Penalty Costs or PCI DSS costs, or punitive, multiple or exemplary damages;
- j) franchise or franchisee of the insured unless noted in the schedule;
- k) use or provision of any gaming, gambling or lottery;
- l) any government, regulatory, licensing or commission action or investigation;
- m) Inaccurate, inadequate or incomplete description or pricing of goods, products or services;

- n) insolvency event;
- o) liability arising out of employment;
- p) personal liability incurred by you in the role of the director or officer;
- q) physical cause or natural peril;
- r) any North American jurisdiction, unless jurisdiction is stated in the schedule to be worldwide;
- s) nuclear risks and ionising radiation;
- t) ordinary salary costs incurring within your normal working hours;
- u) infringement of any patent or unauthorised use of trade secrets;
- v) insured acting as a trustee, fiduciary or administrator of your own pension, profit sharing or employee benefits programme;
- w) claim directly or indirectly caused by pollution, contaminating substances, asbestos or electronic fields;
- x) goods or products sold, supplied, repaired, altered, treated, manufactured, installed or maintained by you or on your behalf;
- y) claim or loss arising out of or in connection with any act, error or omission, or any breach of contract in rendering or failure to render professional services;
- z) return of fees or commissions;
- aa) claim or benefit hereunder that would expose QBE to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country;
- bb) claim or loss sustained by you or a third party by the transfer of money or securities;
- cc) your trading loss and liabilities;
- dd) use by you of software in breach of any intellectual property rights of another party;
- ee) claim or loss caused by a cyber risk to software which is no longer supported by the producer of the software or/and where security updates are no longer being provided;
- ff) failure of an internet, telecommunications or electricity provider or other utility provider;
- gg) bodily injury, damage, claim, loss, liability expenses, costs or defence costs of whatever nature caused by terrorism; and
- hh) any loss, damage, liability, cost or expense of any kind resulting: directly or indirectly from war; from a cyber operation that is carried out as part of a war; or from a cyber operation that causes a sovereign state to become an impacted state.

Important information

Insurance Act 2015

This policy has been amended to take account of the provisions of the Insurance Act 2015, and is intended to comply with them, unless otherwise stated by way of endorsement or in the schedule.

Your right to cancel

This policy may be cancelled by you:

- a) within fourteen (14) days from the inception date of the policy provided no claims are known or reported. You have the right to cancel the policy free of charge and to receive a full refund of premium under this policy. If we pay any claim, in whole or in part, then no refund of premium will be allowed; or
- b) after fourteen (14) days from the inception date of the policy. We may refund any unearned premium calculated pro-rata to the annual premium except in the event of a loss having been discovered prior to the date of cancellation in which case no refund of premium shall be due. If you cancel after fourteen (14) days from the inception date of the policy, there will be an additional charge, as stated in the schedule, to cover the administrative cost of providing the insurance.

For full details you should read the policy documentation.

Renewing your policy

If **QBE** are willing to invite renewal of the policy **QBE** will use best endeavours to tell you at least 21 days before the expiry of the policy the premium and terms and conditions which will apply for the following year.

Where this policy is not renewed or replaced with an equivalent insurance and all premiums have been fully paid to us, we shall provide to each insured: a) an automatic extended reporting period of sixty (60) days; and b) an option for you to purchase an optional extended reporting period for a longer period, if: (i) we receive, no later than thirty (30) days after the end of the period of insurance, written notice from you of your intention to purchase the extended reporting period; and (ii) we receive, no later than forty-five (45) days after the end of the period of insurance, any applicable additional premium required in respect of this optional extended reporting period.

Premium payment

You are liable to pay the premium as set out in the policy. **For full details of payment of premium and the duration of payments of premium you should read the policy and the schedule.**

Other restrictions

Certain endorsements that might apply to your policy may restrict cover. **For full details you should read the policy documentation.**

Claim notification

Should you wish to make a claim you must notify **QBE** as soon as practical on receipt of any claim, suit or becoming aware of circumstances that is likely to lead to a claim. But please read your policy as specific time limits may apply for claim notification. You may contact **QBE** at the address shown below. In addition, immediately upon discovery of an actual or alleged cyber risk, you should contact the cyber and data security representative by telephone using the details set out in the policy.

Complaint procedure

If you are unhappy with the service provided for any reason or have cause for complaint you should initially contact the person who arranged the policy for you.

You can complain about this policy by contacting your broker or where your policy is insured by QBE Europe SA/NV, QBE UK Limited or where your insurer is or includes a Lloyd's syndicate write to:

Customer Relations, QBE European Operations, 30 Fenchurch Street, London EC3M 3BD

Email: CustomerRelations@uk.qbe.com

Telephone: 020 7105 5988

A summary of the insurer's complaints handling procedure is available on request and will also be provided to you when acknowledging a complaint.

If you feel that your complaint has not been satisfactorily resolved, you may be eligible to contact the UK FOS to review the complaint. Information about the eligibility criteria is available on the UK FOS website: <https://www.financial-ombudsman.org.uk/consumers/how-to-complain>

You can contact the UK FOS via its website, write to the UK FOS, Exchange Tower, London E14 9SR, Tel: 0800 023 4567.

Compensation

You may be entitled to compensation from the FSCS if we are unable to meet our obligations under the policy. Further information is available from www.fscs.org.uk, or they can write to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

Please note that QBE Europe SA/NV is not covered by the Financial Services Compensation Scheme.

The law and language applicable to the policy

The law of England and Wales will apply to this contract unless you and the insurer agree otherwise. The language used in this policy and any communications relating to it will be English.

Your insurer

Your quotation or renewal documentation will state the name of the licenced insurer within the QBE Insurance Group (QBE) that is providing your insurance cover. It will be one of or a combination of the following companies.

QBE Europe SA/NV

QBE Europe SA/NV Limited is a public limited liability company (VAT BE 0690.537.456) and is authorised by the National Bank of Belgium (NBB) (de Berlaimontlaan 14 Boulevard de Berlaimont, 1000 Brussels, Belgium) under licence number 3093.

enquiries@be.qbe.com

QBE UK Limited

QBE UK Limited is a private company limited by shares (company number 01761561) and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration Number 202842.

QBE Casualty Syndicate 386 and QBE Syndicate 1886

QBE Casualty Syndicate 386 and QBE Syndicate 1886 are managed by QBE Underwriting Limited (company number 01035198) and are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration Number 204858.

Lloyd's Insurance Company S.A.

Lloyd's Insurance Company S.A. is a public limited company (VAT BE 0682.594.839) authorised and regulated by the National Bank of Belgium (NBB) under licence number 3094, the Belgian Financial Services and Markets Authority (FSMA), the Financial Conduct Authority and the Prudential Regulation Authority under Registration Number 812610.

You may check these details by visiting the NBB's website: <http://www.bnb.be/> or by contacting the NBB on +32 2 221 21 11, or by visiting the FCA's website: <http://www.fca.org.uk/> or by contacting the FCA on 0845 606 9966. In the event of a complaint please read the procedure above.

QBE European Operations



QBE European Operations is a trading name of QBE Europe SA/NV, VAT BE 0690.537.456, RPM/RPR Brussels, IBAN No. BE5394900794 Europe), and of (1) QBE UK Limited, no. 01761561 ('QBE UK'), (2) QBE Underwriting Limited, no. 01035198 ('QUL'), (3) QBE Management S and (4) QBE Underwriting Services (UK) Limited, no. 02262145 ('QSUUK'), all four companies having their registered offices at 30 Fenchurch Street in England and Wales. QBE Europe is authorised by the National Bank of Belgium under licence number 3093. QBE UK and QUL are authorised by the Financial Conduct Authority and the Prudential Regulation Authority. QUL is a Lloyd's managing agent. QMSUK and QSUUK are authorised by the Financial Conduct Authority and the Prudential Regulation Authority.

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