



Hiscox Business Insurance  
Your policy wording



# Hiscox Business Insurance

## Policy wording

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# Hiscox Business Insurance

## Policy wording

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### Introduction

Thank you for choosing Hiscox to protect your business. We hope that the language and layout of this policy wording are clear because we want you to understand the insurance we provide as well as the responsibilities we have to each other. Please read this document, including the policy schedule, policy summary and statement of fact, and let us know as soon as possible if any of the details are shown incorrectly.

We always try to deliver to the highest standards of service. Your views are important to us, so if you feel that our service is below the standard you would expect from Hiscox, please contact us on the phone number shown in your policy schedule.

Please note that some of the words we use in this insurance are shown in bold type. These words are defined in each section of the wording.

# Professional insurance portfolio

Policy wording

## A seamless integrated insurance solution for professionals.

Please read this policy wording, together with any **endorsements** and **your** schedule, very carefully and keep them in a safe place. If anything is incorrect or changes, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

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### Our promise to you

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.



#### Ben Horton

Executive Director, Hiscox Underwriting Ltd  
Chief Underwriting Officer, Hiscox UK

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### Complaints procedure

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Customer Relations in writing at:

Hiscox Customer Relations  
The Hiscox Building  
Peasholme Green  
York YO1 7PR  
United Kingdom

or by telephone on +44 (0)800 116 4627 or +44 (0)1904 681 198  
or by email at [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com)

Where **you** are not satisfied with the final response from Hiscox, **you** also have the right to refer **your** complaint to the Financial Ombudsman Service to review **your** case. This does not affect **your** legal rights.

Address:  
Financial Ombudsman Service  
Exchange Tower

London E14 9SR

Telephone: 0800 023 4567 or +44 20 7964 0500 from outside the United Kingdom

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you contact them or us, please quote the policy number shown in your policy schedule.

# General terms and conditions

## General definitions

We use some words throughout this **policy** with the same meaning wherever they appear. These are shown in bold type and **we** explain what they mean below.

Any other definitions when used in particular sections of the **policy** are shown in bold and have the same meaning whenever they appear in that section. **We** explain what they mean in the 'Special definitions' section of that part of the **policy**.

## Artificial intelligence

Any machine learning, logical, statistical or other algorithm in **computer or digital technology** that can:

1. perform tasks or generate outputs, including but not limited to, actions, content, decisions, predictions or recommendations; or
2. adapt or vary its operation proactively, or in response to inputs.

## Asbestos risks

1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of asbestos, asbestos fibres or material containing asbestos; or
2. exposure to asbestos, asbestos fibres or materials containing asbestos; or
3. the provision of instructions, recommendations, notices, warnings, supervision or advice given, or which should have been given, in connection with asbestos, asbestos fibres or structures or materials containing asbestos.

## Business

**Your** business or profession as shown in **your** schedule.

## Civil commotion

Where 12 or more persons are present together, whether in a public or private place, with a common purpose (which may be inferred from conduct):

1. to use, or threaten to use, physical force to inflict personal injury on any person or to damage property; or
2. which causes a person of reasonable firmness, had such person been present at the scene, to fear for their safety. For the purposes of this definition, no person of reasonable firmness need actually be, or be likely to be, present at the scene.

## Communicable disease

Any communicable, infectious or contagious disease, including any related variation, strain, virus, complex or syndrome.

## Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

## Computer or digital technology error

Any negligent act, error or omission by anyone in the:

1. creation, handling, entry, modification or maintenance of; or
2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any **computer or digital technology**.

## Confiscation

Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.

## Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, attempting or resulting in:

1. access to;
2. extraction of information from;
3. disruption of access to or the operation of; or
4. damage to:

any data or **computer or digital technology**, including but not limited to any:

- a. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
- b. denial of service attack or distributed denial of service attack.

<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
<b>Geographical limits</b>	The geographical area shown in <b>your</b> schedule.
<b>Hacker</b>	Any <b>artificial intelligence</b> , entity or person, including any employee of <b>yours</b> , who gains or attempts to gain unauthorised access to or use of any: <ol style="list-style-type: none"> <li>1. <b>computer or digital technology</b>; or</li> <li>2. data held electronically by <b>you</b> or on <b>your</b> behalf.</li> </ol>
<b>Nuclear risks</b>	<ol style="list-style-type: none"> <li>1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li> <li>2. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li> <li>3. all operations carried out on any site or premises on which anything in a. or b. above is located.</li> </ol>
<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as shown in <b>your</b> schedule.
<b>Personal data</b>	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation in any jurisdiction.
<b>Policy</b>	This insurance document and <b>your</b> schedule, including any <b>endorsements</b> .
<b>Program(s)</b>	Code or instructions which tell <b>computer or digital technology</b> how to process data or interact with ancillary equipment, systems or devices.
<b>Social engineering communication</b>	Any request directed to <b>you</b> or someone on <b>your</b> behalf by any <b>artificial intelligence</b> , entity or person improperly seeking to obtain possession or the transfer to a third-party of virtual currency, money, securities, data or property to which such third-party is not entitled.
<b>Solar weather</b>	Solar flares, solar eruptions or bursts including plasma bubbles or ejections, magnetic field or magnetosphere fluctuations or disruptions.
<b>Terrorism</b>	An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that: <ol style="list-style-type: none"> <li>1. is committed for political, religious, ideological, racial or similar purposes; and</li> <li>2. is intended to influence any government or an international governmental organisation or to put the public, or any section of the public, in fear; and <ol style="list-style-type: none"> <li>a. involves violence against one or more persons; or</li> <li>b. involves damage to property; or</li> <li>c. endangers life other than that of the person committing the action; or</li> <li>d. creates a risk to health or safety of the public or a section of the public; or</li> <li>e. is designed to interfere with or to disrupt an electronic system.</li> </ol> </li> </ol>
<b>War</b>	War (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/us/our</b>	The insurers named in <b>your</b> schedule.
<b>You/your</b>	The insured named in the schedule.
<b>General conditions</b>	The following conditions apply to the whole of this <b>policy</b> . Any other conditions are shown in the section to which they apply.
Presentation of the risk	<ol style="list-style-type: none"> <li>1. In agreeing to insure <b>you</b> and in setting the terms and premium, <b>we</b> have relied on the information <b>you</b> have given <b>us</b>. <b>You</b> must provide a fair presentation of the risk and must take care when answering any questions <b>we</b> ask by ensuring that all information provided is true, accurate and complete. A fair presentation is one which clearly discloses in a reasonably clear and accessible manner all material facts which <b>you</b> (including <b>your</b> senior management and those responsible for arranging this insurance) know or ought to know following a reasonable search.</li> </ol>

If you fail to make a fair presentation	<p>2. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to present the risk to <b>us</b> fairly, <b>we</b> may treat this <b>policy</b> as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b> and <b>we</b> will be entitled to retain all premiums paid.</p> <p>b. If <b>we</b> establish that <b>you</b> failed to present the risk to <b>us</b> fairly but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> made a fair presentation of the risk, as follows:</p> <p>i. if <b>we</b> would not have provided this <b>policy</b>, <b>we</b> may treat it as if it never existed and refuse to make any payment under it. <b>You</b> must reimburse all payments already made by <b>us</b>. <b>We</b> will refund any premiums <b>you</b> have paid; or</p> <p>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the start of the <b>period of insurance</b>. This may result in <b>us</b> making no payment for a particular claim or loss. <b>You</b> must reimburse any payment made by <b>us</b> that <b>we</b> would not have paid if such terms had been in effect.</p>
Change of circumstances	<p>3. <b>You</b> must tell <b>us</b> as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this <b>policy</b> (a material fact or circumstance is one which might affect <b>our</b> decision to provide insurance or the conditions of that insurance). <b>We</b> may then change the terms and conditions of this <b>policy</b> or cancel it in accordance with the cancellation condition.</p>
If you fail to notify us of a change of circumstances	<p>4. a. If <b>we</b> establish that <b>you</b> deliberately or recklessly failed to:</p> <p>i. notify <b>us</b> of a change of circumstances which may materially affect the <b>policy</b>; or</p> <p>ii. comply with the obligation in 1. above to make a fair presentation of the risk to <b>us</b> when providing us with information in relation to a change of circumstances;</p> <p><b>we</b> may treat this <b>policy</b> as if it no longer existed from the date of such change of circumstances and refuse to make any payment under it in respect of any claim made or any loss occurring after that date. <b>You</b> must reimburse all payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will be entitled to retain all premiums paid.</p> <p>b. If <b>we</b> establish that <b>you</b> failed to notify <b>us</b> of a change of circumstances or to make a fair presentation of the risk to <b>us</b> when providing <b>us</b> with information in relation to a change of circumstances, but that <b>your</b> failure was not deliberate or reckless, the remedy <b>we</b> will have available to <b>us</b> will depend upon what <b>we</b> would have done had <b>you</b> fairly presented the change of circumstances to <b>us</b>, as follows:</p> <p>i. if <b>we</b> would have cancelled this <b>policy</b>, <b>we</b> may treat it as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any incident occurring after that date. <b>You</b> must reimburse any payments already made by <b>us</b> relating to claims made or losses occurring after such date. <b>We</b> will refund any premiums <b>you</b> have paid in respect of any period after the date when cancellation would have been effective; or</p> <p>ii. if <b>we</b> would have provided this <b>policy</b> on different terms (other than as to premium), <b>we</b> will treat it as if it had been provided on such different terms from the date when <b>your</b> circumstances changed. This may result in <b>us</b> making no payment for a particular claim or loss.</p>
Reasonable precautions	<p>5. <b>You</b> must take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage. <b>You</b> must keep any property insured under this <b>policy</b> in good condition and repair. <b>We</b> will not make any payment under this <b>policy</b> in respect of any incident occurring whilst <b>you</b> are not in compliance with this condition unless <b>you</b> can demonstrate that such non-compliance could not have increased the risk of the loss, damage, accident or injury occurring in the circumstances in which it occurred.</p>
Premium payment	<p>6. <b>We</b> will not make any payment under this <b>policy</b> until <b>you</b> have paid the premium.</p>
Cancellation	<p>7. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days' written notice. <b>We</b> will give <b>you</b> a pro-rata refund of the premium for the remaining portion of the <b>period of insurance</b> after the effective date of cancellation for which <b>you</b> have already paid. However, <b>we</b> will not refund any premium:</p> <p>a. under £20; or</p> <p>b. if <b>we</b> have accepted any notification of any claim, potential claim or loss before the cancellation takes effect.</p>

If **we** have agreed that **you** can pay **us** the premium by instalments and **we** have not received an instalment 14 days after the due date, **we** may cancel the **policy**. In this event, the **period of insurance** will equate to the period for which premium instalments

have been paid to **us**. **We** will confirm the cancellation and amended **period of insurance** to **you** in writing.

Multiple insureds	<p>8. The most <b>we</b> will pay is the relevant amount shown in <b>your</b> schedule.</p> <p>If more than one insured is named in <b>your</b> schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b>.</p> <p><b>You</b> agree that the insured named in <b>your</b> schedule, or if there is more than one insured named in <b>your</b> schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b>.</p>
Aggregate limit	<p>9. Where a section of this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under that section of <b>your policy</b> during the <b>period of insurance</b>.</p>
Rights of third parties	<p>10. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b>. Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.</p>
Other insurance	<p>11. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.</p>
Cover under multiple sections	<p>12. Where <b>you</b>, including anyone within the meaning of 'you' or 'insured person' in any section of the <b>policy</b>, are entitled to cover under more than one section of the <b>policy</b> in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b>, being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.</p>
Governing law	<p>13. Unless some other law is agreed in writing, this <b>policy</b> will be governed by the laws of England.</p>
Arbitration	<p>14. Any dispute arising out of or relating to this insurance, including over its construction, application and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force.</p>
Non-admitted	<p>15. This <b>policy</b> is negotiated and made in the United Kingdom between <b>you</b> and <b>us</b>. <b>We</b> are authorised to conduct insurance business in the United Kingdom and in certain other jurisdictions. <b>You</b> acknowledge that no solicitation for the <b>policy</b> has been made by <b>us</b> outside of the United Kingdom, that unless otherwise agreed in writing the <b>policy</b> is subject to English Law and jurisdiction and that claims are payable in the United Kingdom. <b>You</b> acknowledge that any applicable local taxes outside of the United Kingdom, Channel Islands, Isle of Man, Gibraltar, the European Economic Area, or other jurisdiction in which <b>we</b> have informed <b>you</b> that <b>we</b> are authorised to conduct insurance business, will be paid by <b>you</b> directly to the appropriate authority.</p>
Several liability	<p>16. This clause applies if more than one insurer and/or a Lloyd's syndicate is party to this <b>policy</b>.</p> <p>The liability of an insurer or syndicate under this <b>policy</b> is several and not joint with any other insurers or syndicates party to this <b>policy</b>. An insurer is liable only for the proportion of liability it has underwritten. <b>We</b> will provide <b>you</b>, on request, with details of the insurers/syndicates who are party to this <b>policy</b> and the proportions of liability they have underwritten.</p>
Sanctions	<p>17. <b>We</b> shall not be deemed to provide cover and shall not be liable to pay any claim or loss or provide any benefit under this <b>policy</b> to the extent that the provision of such cover, payment of such claim or loss or provision of such benefit would expose <b>us</b>, or would in <b>our</b> reasonable view give rise to any appreciable risk of exposing <b>us</b>, to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, or of any other relevant jurisdiction.</p>

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General claims conditions	The following claims conditions apply to the whole of this <b>policy</b> . <b>You</b> must also comply with the conditions shown in each section of the <b>policy</b> under the heading <b>Your obligations</b> .
Your obligations	<p>1. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b>:</p>



- a. give **us** prompt notice of anything which is likely to give rise to a claim under this **policy** in accordance with the terms of each section; and
- b. give **us**, at **your** expense, any information which **we** may reasonably require and co-operate fully in the investigation of any claim under this **policy**.

2. **You** must:

- a. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim; and
- b. give us all assistance which **we** may reasonably require to pursue recovery of amounts **we** may become legally liable to pay under this **policy**, in **your** name but at **our** expense.

If **you** fail to do so, **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, which **we** may deduct from any payment **we** make under this **policy**.

Fraud

3. If **you** or anyone entitled to cover in respect of any claim or loss, or anyone on behalf of you or such other person, tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy** then:

- a. **we** shall be entitled to give **you** notice of termination of the **policy** with effect from the date of any fraudulent act or claim or the provision of such false information;
- b. **we** shall be entitled to refuse to make any payment under the **policy** in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
- c. **you** must reimburse all payments already made by **us** relating to claims made or losses occurring after the date of any fraudulent act or claim or the provision of such false information; and
- d. **we** shall be entitled to retain all premiums paid.

This does not affect **your** rights in relation to any claim made or loss occurring before the date of any fraudulent act or claim or the provision of such false information.

4. Where this **policy** provides cover for any individual who, or entity that, is not a party to the **policy**, and where such an individual or entity (or anyone on their behalf) tries to deceive **us** by deliberately giving **us** false information or making a fraudulent claim under this **policy**, **our** rights set out in 3. above apply only to any individual or entity that gave the false information or made the fraudulent claim.

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## General exclusions

The exclusions set out below apply to each and every section of this **policy** and shall not be varied by any other provision in this **policy**. Where the exclusions below are not consistent with any other provision in this **policy**, these exclusions apply and shall override the inconsistent provision.

In addition, other exclusions apply to this **policy** and these are included in the particular sections of the **policy** to which they apply.

1. We will not make any payment for any damage, loss, cost, expense or claim directly or indirectly caused by, contributed to by, resulting from or in connection with:
  - a. **solar weather**;
  - b. any fear or threat of 1.a.; or
  - c. any action taken in controlling, preventing, suppressing, responding or in any way relating to 1.a.

# Professional indemnity for technology companies

## Policy wording

The General terms and conditions and the following terms and conditions all apply to this section. **Your** schedule will state whether **your policy** includes this section.

Cover under this section is given on an each and every claim or loss basis unless **your** schedule or the special limits in **How much we will pay** below state that the limit of indemnity applies in the aggregate. Please check **your** schedule and **your** policy wording carefully. **Your schedule** will also state whether defence costs are included within the limit of indemnity.

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### Special definitions for this section

<b>Advertising or branding</b>	Advertising, branding, including <b>your</b> company name, trading name and any web domain name, publicity, or promotion in or of those of <b>your</b> products or services that expressly fall within <b>your business activity</b> , including online.
<b>Applicable courts</b>	The courts of competent jurisdiction in those countries stated as the applicable courts in <b>your</b> schedule.
<b>Business activity(ies)</b>	The activity(ies) stated in <b>your</b> schedule, which <b>you</b> perform in the course of <b>your business</b> .
<b>Claim</b>	Any written assertion of liability, any written demand for financial compensation, or any written demand for injunctive relief first made against <b>you</b> within the <b>applicable courts</b> .
<b>Client</b>	Any person or entity with whom <b>you</b> have engaged or contracted to provide services or deliverables that expressly fall within <b>your business activity</b> .
<b>Defence costs</b>	All 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> 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.
<b>Employee</b>	An individual performing employment duties solely on <b>your</b> behalf in the ordinary course of <b>your business activity</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 <b>business activity</b> . <b>You</b> and <b>your</b> sub-contractors and outsourcers will not be treated as <b>employees</b> under this section.
<b>Liquidated damages</b>	A sum of money, or mechanism for calculating such sum, agreed between <b>you</b> and <b>your client</b> by contract as the amount payable by <b>you</b> in the event of a specified breach of such contract provided that, at the time the sum or mechanism was agreed, it represented a fair and reasonable estimate of <b>your client's</b> loss in the event of <b>your</b> breach of contract.
<b>Loss</b>	Any financial harm caused to <b>your business</b> .
<b>Pollution</b>	Any pollution or contamination, including noise, electromagnetic fields, radiation and radio waves.
<b>Potential claim</b>	Anything likely to lead to a <b>claim</b> covered under this section.
<b>Retroactive date</b>	The date stated as the retroactive date in <b>your</b> schedule. For any <b>subsidiary</b> acquired during the <b>period of insurance</b> the retroactive date will be the date of acquisition.
<b>Subsidiary(ies)</b>	<p>An entity domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar:</p> <ol style="list-style-type: none"><li>that has been identified in <b>your</b> proposal 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 as of the first day of the <b>period of insurance</b>; or</li><li>which <b>you</b> acquire during the <b>period of insurance</b> where the acquired entity's turnover for the 12-month period leading up to the date of acquisition is:<ol style="list-style-type: none"><li>less than 20% of <b>your</b> turnover; and</li><li>is not more than £5,000,000,</li></ol>and the acquired entity's <b>business activity</b> is the same as <b>yours</b>.</li></ol>
<b>You/your</b>	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 the partner, director, trustee or in-house counsel of any **subsidiary** or any senior manager in actual control of its operations.

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## What is covered

	A.
<b>Claims against you</b>	If during the <b>period of insurance</b> , and as a result of <b>your business activity</b> for <b>clients</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b> , any party brings a <b>claim</b> against <b>you</b> for any actual or alleged:
Breach of contract and liquidated damages	1. breach of any contract between <b>you</b> and <b>your client</b> , including any service level agreement forming part of such contract, or any <b>claim</b> for <b>liquidated damages</b> , but only where such <b>claim</b> is brought by <b>your client</b> ;
Intellectual property infringement	2. intellectual property infringement, (but not any patent infringement or trade secret misappropriation), including but not limited to: <ol style="list-style-type: none"> <li>a. infringement of copyright, trademark, trade dress, publicity rights, moral rights or design rights;</li> <li>b. cyber-squatting violations;</li> <li>c. any act of passing-off; or</li> <li>d. misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork;</li> </ol>
Negligence	3. <ol style="list-style-type: none"> <li>a. negligence or breach of any duty to use reasonable care and skill, including but not limited to negligent misrepresentation; or</li> <li>b. negligent loss of or physical damage to any third-party tangible document for which <b>you</b> are responsible;</li> </ol>
Breach of confidentiality	4. breach of any duty of confidence, invasion of privacy, or violation of any other legal protections for personal information;
Defamation	5. defamation, including but not limited to libel, slander, trade libel, product disparagement, or malicious falsehood;
Dishonesty	6. dishonesty of <b>employees</b> or sub-contractors or outsourcers directly contracted to <b>you</b> or under <b>your</b> supervision; or
Civil liability	7. any other civil liability;
	unless excluded under <b>What is not covered</b> below, <b>we</b> will pay 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 a <b>claim</b> or the amount to satisfy a judgment or arbitration award against <b>you</b> including any judgment or award ordering the payment of claimant's lawyers' fees and costs. <b>We</b> will also pay <b>defence costs</b> , but <b>we</b> will not pay costs for any part of a <b>claim</b> not covered by this section.
Sub-contractors or outsourcers	<b>We</b> will indemnify <b>you</b> against any <b>claim</b> falling within the scope of <b>What is covered</b> , Claims against you, which is brought as a result of a <b>business activity</b> undertaken on <b>your</b> behalf by any sub-contractor or outsourcer.
Pre-claims assistance	If <b>you</b> first become aware of a <b>potential claim</b> , <b>we</b> may pay reasonable and necessary fees, costs and expenses incurred with <b>our</b> prior written agreement to investigate or monitor such <b>potential claim</b> . If a <b>claim</b> is subsequently brought and which arises from the same subject matter as the <b>potential claim</b> , <b>our</b> total payment, including what <b>we</b> have already paid to investigate or monitor the <b>potential claim</b> , will not exceed the applicable limit of indemnity in <b>your</b> schedule.
	B.
Advertising claims	If during the <b>period of insurance</b> , and as a result of <b>your advertising or branding</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b> , any party brings a <b>claim</b> , including any injunctive proceedings, against <b>you</b> for:

1. infringement of copyright or moral rights; or
2. defamation,

unless excluded under **What is not covered** below, **we** will indemnify **you** against the sums **you** have to pay as compensation, including any liability for claimants' legal costs and expenses.

**We** will also pay **defence costs** but **we** will not pay costs for any part of a **claim** not covered by this section.

## Your own losses

### Loss of documents

If during the **period of insurance** any tangible document of **yours** which is necessary for the performance of **your business activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it.

## Additional cover

### Joint ventures

**We** will indemnify **you** against any **claim** falling within the scope of **What is covered**, Claims against you, which is brought against **you** during the **period of insurance** as a result of a **business activity** undertaken on **your** behalf by a:

1. person, or group of people;
2. joint venture; or
3. consortium;

where 1., 2. or 3. are carrying out such **business activities** for the purpose of profit-sharing.

**We** will only pay either the corresponding percentage of the **claim** that **you** are directly liable to pay or the applicable limit of indemnity, whichever is the lesser.

### Service credits

**We** may agree to **you** providing service credits in full or partial settlement of a covered **claim** against **you**. Where **we** agree to a settlement on that basis, **we** will pay the cost to **you** of providing such service credits.

### Key person cover

**We** will pay the reasonable and necessary costs incurred by **you** with **our** prior written agreement to engage a consultant to:

1. 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 **claim** covered under this section; or
2. manage **your** response to a covered **claim**, to enable a senior manager or director to fulfil his or her usual responsibilities.

### Court attendance compensation

If any person within the definition of **you**, or any **employee** of **yours**, 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 **your** schedule as compensation for each day or part of a day that their attendance is required by **us**. The most **we** will pay for the total of all court attendances is the amount stated in **your** schedule.

## What is not covered

In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of **your policy**.

- A. **We** will not make any payment for any **claim** or **loss** or part of any **claim** or **loss** directly or indirectly due to:

### Commercial disputes

1.
  - a. any liability under a contract to anyone other than a **client**; or
  - b.
    - i. a commission or royalty, or any other term upon which any party is to be compensated in connection with doing business with **you**, or any compensation or remuneration promised or owed by **you** pursuant to those terms; or
    - ii. **your** decision to cease doing business with any partner, associate or other party, other than **your client**.

### Insufficient resources

2. any **claim** for breach of contract brought by a **client** where at the time the contract or variation to an existing contract was entered into **you** were aware or reasonably ought to have been aware that there were not sufficient technical, creative, logistical, or financial resources to perform the contract as promised, including **your** under-budgeting of a project.

Repair/replace/recall	3. any costs or expenses involved in the repair, upgrade, correction, recall or replacement of any software, hardware, firmware, or associated network cabling including any costs or expenses relating to <b>your</b> legal obligation to comply with an injunction.
Chargeback	4. any chargeback, liability, or fee incurred by <b>you</b> or <b>your client</b> as a result of a merchant service provider, including any credit card company or bank, wholly or partially reversing or preventing a payment transaction.
Legal and financial advice	5. any: <ul style="list-style-type: none"> <li>a. reserved legal activity provided by or carried out by <b>you</b>, as defined in the Legal Services Act 2007, or any related, similar or successor legislation or regulation in any jurisdiction; or</li> <li>b. any activity regulated by the Financial Conduct Authority, the Prudential Regulation Authority or any other similar or successor regulatory bodies.</li> </ul>
Injury	6. any death of or any bodily or mental injury or disease suffered or alleged to be suffered by anyone.  However this exclusion does not apply to any part of any <b>claim</b> : <ul style="list-style-type: none"> <li>a. seeking damages for mental anguish or distress where such damages solely stem from a covered <b>claim</b> for defamation; or</li> <li>b. directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> for a fee, provided that such <b>claim</b> is first brought within the <b>applicable courts</b> but always excluding USA or Canada.</li> </ul>
Communicable disease	7. or contributed to by, resulting from or in connection with any: <ul style="list-style-type: none"> <li>a. <b>communicable disease</b>;</li> <li>b. fear or threat of 7.a. above; or</li> <li>c. any action taken in controlling preventing, suppressing, responding or in any way relating to 7.a. or 7.b. above.</li> </ul>
Property damage	8. loss, damage or destruction or loss of use of any tangible property, including but not limited to bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.  However this exclusion does not apply to any: <ul style="list-style-type: none"> <li>a. <b>claim</b> directly arising from physical damage to a tangible document belonging to a third-party where covered under <b>What is covered</b>, Negligence;</li> <li>b. <b>loss</b> directly arising from any tangible document where covered under <b>What is covered</b>, <b>Your losses</b>, Loss of documents; or</li> <li>c. <b>claim</b> directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> for a fee, provided that such <b>claim</b> is first brought within the <b>applicable courts</b> but always excluding the USA or Canada.</li> </ul>
Non-fiat/virtual currency	9. any purchase, use or development of any: <ul style="list-style-type: none"> <li>a. non-fiat or virtual currency including but not limited to any crypto currency, asset, unit, coin, token or balance that exists only in or predominantly in digital or virtual form;</li> <li>b. currency which is, itself, based on or utilises blockchain or any other distributed ledger technology; or</li> <li>c. initial coin offering or any other form of fundraising in respect of any new currency.</li> </ul>
Unfair competition	10. any unfair competition, deceptive trade practices, or restraint of trade or breach or alleged breach of any competition or antitrust statute, legislation or regulation.
Tax	11. any breach or alleged breach of any taxation law or regulation.
Government investigation/enforcement	12. any governmental enforcement of any legislation, regulation or order from any regulatory authority.  However, this exclusion shall not apply to any otherwise covered <b>claim</b> from a national, local, federal, state or foreign government, agency or entity that is a <b>client</b> and has asserted the <b>claim</b> in its capacity as a <b>client</b> and not in its official governmental capacity.
Infrastructure interruption	13. or contributed to by, resulting from or in connection with any failure or interruption of service provided by an internet service provider, cloud services provider, telecommunications provider, utilities supplier or other infrastructure provider including

but not limited to physical transmission lines, satellite networks, core DNS root servers, IP addressing systems and certificate authorities.

However, this exclusion does not apply to a service where **you** directly control and provide such service as part of **your business activity**.

Sweepstakes, gambling or lotteries	14. <b>your</b> provision of any sweepstakes, gambling activities or lotteries.
Land, animals and vehicles	15. the ownership, possession or use of any land, building, animal, aircraft (including any drone or small unmanned aerial vehicle), watercraft or motor vehicle.
Employees	16. anyone's employment with <b>you</b> or any breach of an obligation owed by <b>you</b> as an employer.
Discrimination	17. any discrimination, victimisation, harassment or unfair treatment.
Disability discrimination	18. any violation or alleged violation of the responsibilities, obligations, or duties imposed by any federal, state, or local statutory or common law anywhere in the world (including but not limited to the Americans With Disabilities Act or the Civil Rights Act of 1964), or any amendments to or regulations promulgated under any such law that governs the prohibition of discrimination on the basis of disability.
Insolvency	19. <b>your</b> insolvency or the insolvency of <b>your</b> suppliers.
Directors and officers' liability	20. any liability or breach of any duty or obligation owed to <b>you</b> or <b>your</b> shareholders by any of <b>your</b> directors, officers, trustees or board members, including but not limited to any: <ul style="list-style-type: none"><li>a. allegation of insider trading;</li><li>b. breach of any duty of corporate loyalty;</li><li>c. liability for any statement, representation or information concerning <b>you</b> or <b>your business</b> contained in <b>your</b> accounts, reports, financial statements, or <b>your advertising or branding</b>.</li></ul>
Personal liability	21. any personal liability incurred by any director, officer, trustee, or board member of <b>yours</b> when acting in that capacity or managing <b>your business</b> other than when performing a <b>business activity</b> for a <b>client</b> or <b>advertising or branding</b> .
Dishonest or criminal conduct	22. any fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business (but not in respect of a defamation <b>claim</b> ), 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 any act <b>you</b> knew, at the time <b>you</b> performed it, would give rise to a <b>claim</b> or <b>loss</b> . <p>However, this exclusion will not apply unless:</p> <ul style="list-style-type: none"><li>a. such conduct or wilful violation of the law has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding; or</li><li>b. such conduct or wilful violation of the law has been established by <b>your</b> admission in a proceeding or otherwise; or</li><li>c. <b>you</b> or <b>we</b> discover evidence of such conduct or wilful violation of the law;</li></ul> <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 or wilful violation of the law and all of <b>our</b> duties in respect of that entire <b>claim</b> shall cease.</p>
Reckless conduct	23. any conduct committed in reckless disregard of another person or business' rights, but not in respect of a covered defamation <b>claim</b> .
Organised crime	24. any: <ul style="list-style-type: none"><li>a. violation or alleged violation of the responsibilities, obligations, or duties imposed by any racketeering or conspiracy law, including but not limited to violation of the Racketeer Influenced and Organizations Act (RICO) and all amendments to this Act or any rules or regulations promulgated under it; or</li><li>b. collusion, extortion, or threatened violence.</li></ul>
Pre-existing problems	25. anything, including any <b>potential claim</b> or any actual or alleged shortcoming in <b>your</b> work, likely to lead to a <b>claim</b> or <b>loss</b> , which <b>you</b> knew or ought reasonably to have known about before the commencement of the <b>period of insurance</b> .
War, terrorism, civil	26. or contributed to by, resulting from or in connection with any:

commotion and nuclear	<p>a. <b>terrorism</b>;</p> <p>b. <b>civil commotion</b>, strikes or industrial action;</p> <p>c. <b>war</b>;</p> <p>d. <b>nuclear risks</b>;</p> <p>e. fear or threat of 26.a. to 26.d above; or</p> <p>f. any action taken in controlling preventing, suppressing, responding or in any way relating to 26.a. to 26.e. above.</p> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of clause 26.a. or 26.b. above, it will be for <b>you</b> to show that the clause does not apply.</p>
Social engineering	27. or contributed to by, resulting from or in connection with any <b>social engineering communication</b> .
Cyber incidents	<p>28. or contributed to by, resulting from or in connection with any:</p> <p>a. <b>cyber attack</b>;</p> <p>b. <b>hacker</b>;</p> <p>c. any fear or threat of 28.a. to 28.b. above; or</p> <p>d. any action taken in controlling, preventing, suppressing, responding or in any way relating to 28.a. to 28.c. above.</p> <p>However this does not apply to any <b>claim</b> made against <b>you</b> by a <b>client</b> which arises directly out of <b>your</b> provision of hosting, maintenance, security or web design where these fall within <b>your</b> performance of <b>business activities</b> for that <b>client</b>.</p>
Computer or digital technology error	<p>29. or contributed to by, resulting from or in connection with any <b>computer or digital technology error</b>. However, this does not apply to any <b>claim</b> made against you by a <b>client</b> which arises directly out of <b>your</b> error or omission affecting:</p> <p>a. <b>your client's computer or digital technology</b>; or</p> <p>b. <b>your computer or digital technology</b> where it is directly accessed or used by <b>your client</b>,</p> <p>in <b>your</b> performance of <b>business activities</b> for that <b>client</b>.</p>
Personal data claims	<p>30. or relating to the actual or alleged processing, acquisition, storage, destruction, erasure, loss, alteration, disclosure, use of or access to <b>personal data</b>.</p> <p>However, this does not apply to any covered <b>claim</b> or part of a covered <b>claim</b> made against <b>you</b> by a <b>client</b> which arises directly from <b>your</b> performance of a <b>business activity</b> for that <b>client</b> and which is not otherwise excluded by <b>What is not covered</b>, A. 27. Social engineering, A. 28. Cyber incidents, A. 31 Biometric and genetic information or A. 37. Log4j vulnerability. The most we will pay in relation to any such covered <b>claim(s)</b> is the Special Limit stated in <b>your</b> schedule for personal data claims.</p>
Biometric and genetic information	31. or contributed to by, resulting from or in connection with any actual or alleged failure to comply with any federal, state or local law of the United States of America or any federal, provincial, territorial or local law of Canada relating to the collection, processing, storage, or use of biometric data, biometric identifiers, biometric information, or genetic information, including, but not limited to the California Invasion of Privacy Act (CIPA), the Illinois Biometric Information Privacy Act (BIPA), the Texas Capture or Use of Biometric Identifier Act (CUBI), the Washington Biometric Identifiers Act, and the Genetic Information Privacy Act (GIPA) or any related, similar or successor legislation or regulation.
Asbestos or pollution	32. <b>asbestos risks</b> or <b>pollution</b> .
Trademarks and false advertising	<p>33. any actual or alleged:</p> <p>a. act of passing-off, unauthorised use of another's trademark, name or logo; or</p> <p>b. false or misleading advertising;</p> <p>in relation to <b>your advertising or branding</b>.</p>
Opioids	34. opioid, opioid product, or product derived from opium or opiates, including but not limited to any liability arising out of the use, sale, promotion, manufacture, distribution, delivery, transport, transfer, or possession of any opioid, opioid product, or product derived from opium or opiate.
Pension and employee benefits schemes	35. any liability or breach of any duty or obligation owed by <b>you</b> in connection with the operation or administration of any health, pension or employee benefit scheme, plan,



trust or fund, including but not limited to violation or alleged violation of any related legislation or regulation such as the Employee Retirement Income Security Act of 1974.

Patent/trade secret	36. any actual or alleged infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.
Log4j vulnerability	37. or contributed to by, resulting from or in connection with the Common Vulnerability and Exposure (CVE) reference CVE-2021-44228 listed in the National Vulnerability Database operated by the National Institute of Standards and Technology.
Claims brought by a related party	<p>B. <b>We</b> will not make any payment for:</p> <p>1. any <b>claim</b> brought by any person or entity falling within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b>, including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest, including any subsidiary company.</p> <p>However, this does not apply to a <b>claim</b> based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b>.</p>
Claims by current and former employees	<p>2. any <b>claim</b> made against <b>you</b> by any person or entity that <b>you</b> currently employ or formerly employed, including but not limited to <b>employees</b>, sub-contractors or outsourcers; however, this exclusion will not apply to any part of any <b>claim</b>:</p> <p>a. solely based on <b>business activity</b> performed when such person or entity was not working for <b>you</b>; or</p> <p>b. based on a liability to an independent third-party directly arising out of the performance of <b>your business activity</b>; or</p> <p>c. from an <b>employee</b>, sub-contractor or outsourcer that is brought entirely independently of that party's position as <b>your employee</b>, sub-contractor or outsourcer.</p>
Punitive and exemplary damages	<p>3. a. punitive or exemplary damages, unless insurable in the jurisdiction where such award was first ordered; or</p> <p>b. service credits, unless <b>we</b> agree to pay for such service credits as part of an agreed settlement in lieu of damages under <b>What is covered, Claims against you</b>. However, <b>we</b> will not make payment for any service credits <b>you</b> are obliged to provide under the terms of a contract between <b>you</b> and <b>your client</b>.</p>
Fines and penalties	4. criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages which <b>you</b> are legally obliged to pay, including but not limited to those imposed by any national, local, federal, state or foreign governmental body or by the Mechanical Copyright Protection Society (MCPS), Performing Rights Society (PRS) Alliance, American Society of Composers Authors and Publishers (ASCAP), Broadcast Music Inc. (BMI), Society of European Stage Authors and Composers (SESAC), or any other similar licensing organisation.
Claims outside the applicable courts	<p>5. any <b>claim</b>, including arbitration, brought outside the <b>applicable courts</b>.</p> <p>This applies to proceedings in the <b>applicable courts</b> to enforce, or which are based on, a judgment or award from outside the <b>applicable courts</b>.</p>
Trading losses	6. any trading loss or trading liability including those arising from the loss of any <b>client</b> , account or business.

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## How much we will pay

Each and every claim	<p>If <b>your</b> schedule states that the limit of indemnity applies to each and every <b>claim</b> or <b>loss</b>:</p> <p>1. excluding <b>defence costs</b>; the most <b>we</b> will pay for each <b>potential claim</b>, <b>claim</b> and <b>losses</b> is the limit of indemnity stated in <b>your</b> schedule.</p> <p><b>We</b> will also pay for <b>defence costs</b> in addition to the limit of indemnity stated in <b>your</b> schedule. However, if a payment greater than the limit of indemnity has to be made for a <b>potential claim</b>, <b>claim</b> or <b>loss</b>, <b>our</b> liability for <b>defence costs</b> will be limited to the same proportion that the limit of indemnity bears to the amount paid; or</p> <p>2. including all costs; the most <b>we</b> will pay for each <b>potential claim</b>, <b>claim</b>, including <b>defence costs</b>, and <b>losses</b> is the overall limit of indemnity stated in <b>your</b> schedule, unless limited below or in <b>your</b> schedule.</p>
In the aggregate	If <b>your</b> schedule states that the limit of indemnity applies in the aggregate:

1. excluding **defence costs**; the most **we** will pay for the total of all **potential claims, claims and losses** is the overall limit of indemnity stated in **your** schedule, irrespective of the number of **potential claims, claims or losses**.

**We** will also pay for **defence costs** in addition to the limit of indemnity stated in **your** schedule. However, if a payment greater than the limit of indemnity has to be made for a **potential claim, claim, or loss**, **our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid; or

2. including all costs; the most **we** will pay for the total of all **potential claims, claims, including their defence costs, and losses** is the overall limit of indemnity stated in **your** schedule, irrespective of the number of **potential claims, claims or losses**,

unless limited below or in **your** schedule.

Overheads and other business costs

Any amounts to be paid by **us** shall not include or be calculated based on any of **your** overhead expenses, **your** liability for debt, taxes, lost costs or profits, salaries or wages, production, recall, correction or reproduction costs, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving **your** security, or performing audits.

Excess

**You** must pay the relevant **excess** stated in **your** schedule. The **excess** will only be eroded by the covered part of the **potential claim, claim or loss**.

Multiple claims from a single source

If **your** schedule states that the limit of indemnity applies to each and every **claim or loss**, all **potential claims, claims and losses** which arise from:

1. the same original cause, a single source or a repeated or continuing problem in **your** work; or
2. in relation to defamatory statements, a single or continuing investigation or a common set of facts or state of affairs;

will be treated as a single **claim, loss or potential claim**. **You** will pay a single **excess** and **we** will pay a maximum of a single limit of indemnity for these related **potential claims, claims and losses**. All of the notifications which are related will be considered as having been made on the date of the first notification to **us**.

Paying out the limit of indemnity

At any stage of a **claim**, **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs** already incurred at the date of **our** payment. **We** will then have no further liability for that **claim** or its **defence costs**.

Claims and losses under more than one cover

If the same **claim or loss** is insured under more than one cover under **What is covered** above, **we** shall only make payment for that **claim or loss** under one of the covers, being the cover that is most advantageous for **you**.

## Special limits

Cyber incidents and personal data

The most **we** will pay for each item below is a single limit of indemnity stated in **your** schedule, which is an aggregate limit, for the total of all **potential claims or claims**, including **defence costs**, made against **you** by a **client**:

Cyber incidents

1. a. that arise directly out of **your** provision of hosting, maintenance, security or web design where these fall within **your** performance of **business activities** for that **client**; and
- b. is contributed to by, resulting from or in connection with any **cyber attack or hacker** not otherwise excluded by **What is not covered**, 28. Cyber incidents.

Personal data claims

2. which arise directly from **your** performance of a **business activity** for that **client** relating to **personal data**.

Each and every claim

If **your** schedule states that the limit of indemnity applies to each and every **claim or loss**, the most **we** will pay for each item below is a single limit of indemnity, equivalent to the same amount, but which instead is an aggregate limit, for the total of all **potential claims, claims, including their defence costs, and losses** made against **you** arising from:

Dishonesty

1. the dishonesty of **your** partners, directors, **employees**, sub-contractors or outsourcers.

Property damage

2. the physical loss or destruction of or damage to tangible property.

Injury

3. the death, disease or bodily or mental injury of anyone.

Service credits

Where **we** pay service credits as part of an agreed settlement, **we** will only pay the cost to **you** of providing such credits. The amount **we** pay will not include **your** profit or mark-up.

The amount **we** pay for the cost-of-service credits is included within, and not in addition to, the limit of indemnity.

#### Key person cover

The most **we** will pay for the total key person cover is:

1. an equivalent sum of the senior manager's or director's contractual salary for the 12-month period prior to **you** receiving the **claim**; or
2. £250,000;

whichever is the lesser. This limit is included within, and not in addition to, the overall limit of indemnity for this section.

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## Your obligations

#### If a problem arises

1. **We** will not make any payment under this section unless **you** notify **us** of:
  - a. any **claim** made against **you** or any **loss** as soon as practicable and within the **period of insurance** or at the latest within 14 days at the end of that **period of insurance** for any **claim** or **loss** **you** first became aware of in the seven days before expiry;
  - b. **potential claims** under this section, such notification must be as soon as practicable and within the **period of insurance** or at the latest within 14 days after the end of that **period of insurance**, and must to the fullest extent possible identify the particulars of the **potential claim**, including identifying any potential claimant, the likely basis for liability, the likely demand for relief and any additional information about the **potential claim** that **we** reasonably request. If such a **potential claim** notification is made to **us** then **we** will treat any **claim** arising from the same particulars as that notification as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **period of insurance** has expired;
  - c. **your** discovery, or the existence of reasonable grounds for **your** suspicion, that any **employee** or sub-contractor or outsourcer has acted dishonestly, as soon as reasonably practicable.

If **you** renew this **policy** with **us** and it is not subsequently cancelled, **we** will accept notifications that **you** make to **us** under this **period of insurance** for **claims**, **potential claims** or **losses** that **you** became aware of within the 60 days immediately prior to the expiry of this **period of insurance**. **You** must make such notifications to **us** within a maximum period of 60 days after the expiry of this **period of insurance**.

2. **You** must:
  - a. ensure that **our** rights of recovery, including but not limited to any subrogated rights of recovery, against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts;
  - b. not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement;
  - c. not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your client** (including negotiating any request for proposal), **you** are required by law or compelled by a court, or **you** otherwise have **our** prior written consent.

If **you** fail to comply with these obligations, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.

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#### Control of defence

**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** or any part of a **claim**.

**You** must give **us** the information and co-operation which **we** may reasonably require and take all reasonable steps to defend any **claim**. **You** should not do anything which may prejudice **our** position.

#### Appointment of legal representation

**We** have the right, but not the obligation, to select and appoint an adjuster, lawyer or any other appropriate person of our choosing to deal with the **claim**.

#### Partially covered claims

If a **claim** is made which:

1. is not wholly covered by this section; or
2. is made against **you** and any other party who is not covered under this section;

then at the outset of the **claim**, **we** and **you** agree to use best efforts to determine a fair allocation of covered and non-covered parts of any **claim** or associated costs, including **defence costs** on the basis of the relative legal and financial exposures.

Advancement of  
defence costs

**We** will pay **defence costs** covered by this section on an ongoing basis prior to the final resolution of any **claim**; however, **we** will not pay any **defence costs** in connection with any **claim** or part of a **claim** which is not covered under this section. **You** must reimburse **us** for any **defence costs** paid where it is determined there is no entitlement under this section.

Payment of full  
limit of indemnity

**We** have no further duty to indemnify **you** against any **claim** where **we** pay **you** the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity, or if the overall limit of indemnity stated in **your** schedule has been exhausted.

Payment of excess

**Our** duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a **claim**.

Disputes

For the purposes of **Control of defence** in this section of the **policy**, **General condition 14**, Arbitration, within the **General terms and conditions** is amended to read as follows:

Any dispute as to whether to settle or to continue the defence of a **claim** or as to the fair allocation of any partially covered **claim** and its associated costs, will be referred to a single King's Counsel (or equivalent in this or any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such King's Counsel shall be binding on **you** and **us** in relation to matters referred under this clause. The costs of such opinion shall be met by **us**.

# Cyber and data insurance

## Policy wording

Please read **your** schedule to see if **your** own losses, claims and investigations against **you**, cyber business interruption, **your** own losses from crime or cyber property damage are covered.

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

**Your** schedule will state whether **your** policy includes this section.

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### Special definitions for this section

<b>Acquired entity</b>	<p>Any entity acquired by <b>you</b> during the <b>period of insurance</b> that is domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar and performs the same activities as <b>your business</b>. This does not include any entity:</p> <ol style="list-style-type: none"><li>1. that has been the subject of a <b>claim</b> or <b>loss</b> arising from a <b>crime</b> with a value greater than the <b>excess</b>, which would have been covered by this section of the <b>policy</b>; or</li><li>2. whose assets exceed 20% of <b>your</b> total assets as reflected in <b>your</b> financial statement immediately prior to the <b>period of insurance</b>;</li><li>3. that trades any of its debt or securities on any United States of America exchange; or</li><li>4. that has any offices or <b>employees</b> that are based outside of the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar.</li></ol>
<b>Additional business expenses</b>	<p>Any:</p> <ol style="list-style-type: none"><li>1. increased cost of power;</li><li>2. increased cost of internet usage or cloud computing services;</li><li>3. reasonable costs necessarily incurred by <b>you</b> to restore <b>your</b> search engine rating;</li><li>4. cost of any malicious pay-per-click clicks;</li></ol> <p>incurred by <b>you</b> during the <b>indemnity period</b> as a sole and direct result of a <b>cyber attack</b> against <b>you</b>.</p>
<b>Additional increased costs of working</b>	<p>The additional costs and expenses, reasonably incurred by <b>you</b>, not including any 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 loss of income</b> during the <b>indemnity period</b>.</p>
<b>Advertising</b>	<p>Advertising, publicity or promotion in or of <b>your</b> products or services.</p>
<b>Applicable courts</b>	<p>The courts of competent jurisdiction in those countries stated as the applicable courts in <b>your</b> schedule.</p>
<b>Breach</b>	<p>The unauthorised acquisition, access, retention, use or disclosure of, or the loss or theft of, <b>personal data</b> or confidential corporate information held by <b>you</b>.</p>
<b>Breach costs</b>	<p>The following 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>:</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><p>where <b>you</b> are required by any law or regulation to do so or, where <b>you</b> do so voluntarily, <b>you</b> have previously sought and obtained <b>our</b> consent;</p></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></ol>

5. **credit monitoring costs**; and
6. costs to monitor the dark web for the appearance of any information accessed in the course of a **breach**;

but not including any overhead costs, general business expenses, salaries or wages incurred by **you** or any other person or entity entitled to coverage under this section.

**Breach forensic costs**

Costs **you** incur for:

1. computer forensic analysis conducted by outside forensic experts to:
  - a. confirm whether or not a **breach** has occurred;
  - b. identify any affected **data subjects**;
  - c. stop or contain the **breach**; and
2. legal fees necessary for the preservation of the privilege or confidentiality of forensic reports and findings.

**Claim**

Any written assertion of liability, any written demand for financial compensation, any written demand for injunctive relief, or any civil or criminal proceeding first made against **you** within the **applicable courts**, or any regulatory or arbitration proceeding first brought against **you** within the countries stated as the **applicable courts**.

**Client social engineering**

A client transferring **money**, **securities** or **property**, which **you** were entitled to receive, to a third-party in direct response to a **social engineering communication** purportedly sent from **your computer system** as a direct result of a **hacker**.

For the purposes of this definition:

1. the client shall be treated as '**you**' for the purposes of the definition of **social engineering communication**; and
2. the definition of **hacker** does not include any of **your employees**, sub-contractors or outsourcers.

**Computer system**

Any **computer or digital technology** capable of processing or operating a **program**.

**Counterfeit**

A quality imitation of any original that is intended to deceive and be taken as the original.

**Credit monitoring costs**

The reasonable and necessary costs incurred by **you** with **our** prior written agreement to provide credit monitoring services or other credit protection services to each affected **data subject**.

**Crime**

Any of the following, unless committed by **you** or with **your** knowledge or consent:

1. **client social engineering**;
2. **dishonesty of an employee**;
3. **electronic theft**;
4. **financial social engineering**;
5. **fraudulent use of your identity**;
6. **loss of assets**; or
7. **telephone toll fraud**.

**Crime retroactive date**

The date stated as the crime retroactive date in **your** schedule.

**Cyber operation**

The use of any **computer or digital technology** by, at the direction, or under the control of a **state** to disrupt, deny, degrade, exfiltrate, manipulate or destroy any data or **computer or digital technology** in or of another **state**.

**Cyber ransom losses**

Following a **cyber attack** against **your computer system** or the communication of an **illegal threat**:

1. the reasonable and necessary fees of **our** appointed consultant, incurred by **you** with **our** prior written agreement, for advising **you** and the handling and negotiation of the ransom demand;
2. the cost of, and reasonable costs in facilitating, 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
3. the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.

<b>Daily interruption benefit</b>	The daily loss amount, as specified in <b>your</b> schedule, payable for each consecutive day that <b>your business</b> suffers from an <b>interruption</b> .
<b>Data asset</b>	Any electronic data or software.
<b>Data recovery costs</b>	The reasonable costs and expenses, necessarily incurred by <b>you</b> 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 or originals.
<b>Data subject</b>	Any natural person identified or identifiable by <b>personal data</b> .
<b>Defence costs</b>	The reasonable lawyers' and experts' fees, necessarily incurred by <b>you</b> , 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>Discovered</b>	The first discovery by any of <b>your</b> partners, directors, trustees, in-house counsel or senior management in actual control of <b>your</b> operations of a <b>crime</b> or any circumstances that reasonably suggest a <b>crime</b> has occurred.
<b>Dishonesty of an employee</b>	<p>Any dishonest, fraudulent or malicious act of an <b>employee</b> acting alone or in collusion with others resulting in a <b>loss of assets</b>.</p> <p>For any <b>dishonesty of an employee</b>, there must be a clear intention to obtain an improper financial gain over and above salary, bonus or commission for the <b>employee</b> or the colluding person.</p>
<b>Document</b>	<ol style="list-style-type: none"> <li>Any bill of exchange, cheque, draft, certificate of deposit, letter of credit, promissory note, withdrawal order or receipt for the withdrawal of <b>money</b>, financial instruments or <b>property</b> or similar instruments of value serving the same purpose; or</li> <li>any original document (but not any photocopied or faxed document or email supplied to <b>you</b>) specified within <b>your</b> internal policies or procedures as being required to be supplied to <b>you</b> prior to, and as a condition of, the funding of any loan or extension of credit.</li> </ol>
<b>Electronic theft</b>	The criminal taking or misappropriation using electronic means by anyone other than <b>you</b> or an <b>employee</b> of <b>money</b> , <b>securities</b> , or <b>property</b> belonging to <b>you</b> .
<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 <b>you</b> or <b>your</b> sub-contractors or outsourcers.
<b>Financial social engineering</b>	Any request directed to <b>you</b> or someone on <b>your</b> behalf by a person or entity improperly seeking to obtain possession or the transfer to a third-party of <b>money</b> , <b>securities</b> or <b>property</b> to which such third-party is not entitled.
<b>Forgery</b>	The unauthorised handwritten, mechanical or electronic signing or endorsing of the name of a genuine person with intent to deceive. This does not include anyone signing or endorsing their own name, with or without authority.
<b>Fraudulently altered</b>	The alteration of a <b>document</b> for a fraudulent purpose by any unauthorised person. This does not include any material inaccuracy or misleading statement contained in any <b>document</b> .
<b>Fraudulent use of your electronic identity</b>	<p>The fraudulent or dishonest use of the electronic identity of <b>your business</b>, including but not limited to:</p> <ol style="list-style-type: none"> <li>the obtaining of credit in <b>your</b> name;</li> <li>the electronic signing of any contract;</li> <li>the creation or use of a website designed to copy or imitate that of <b>your business</b>; or</li> <li>the use by a third-party of <b>your</b> digital or electronic identity.</li> </ol>
<b>Funds transfer error</b>	The theft or misappropriation of <b>money</b> , <b>property</b> or <b>securities</b> where transfer to a third party has occurred as a result of an error by <b>you</b> , including in response to <b>financial social engineering</b> , in the course of <b>your business</b> , after <b>you</b> have exhausted every reasonable course of action to secure its recovery.
<b>Illegal threat</b>	Any threat from a third-party, including an <b>employee</b> but not <b>you</b> , to:

1. disseminate, divulge, use or prevent **your** access to any electronically held confidential corporate information or **personal data** which:
  - a. **you** are responsible for; and
  - b. will cause commercial harm if made public, following any unauthorised external electronic access; or
2. carry out a **cyber attack** against **you**.
3. not withdraw from doing anything in 1. or 2. above.

<b>Income</b>	The total income of <b>your business</b> , less any savings resulting from the reduced costs and expenses.
<b>Increased costs of working</b>	The reasonable costs and expenses, necessarily incurred by <b>you</b> for the sole purpose of minimising the reduction in <b>income</b> during the <b>indemnity period</b> , but not exceeding the <b>loss of income</b> saved.
<b>Indemnity period</b>	The time period beginning at the date the interruption to <b>your business</b> commences and lasting for the period during which <b>your income</b> is affected as a result of such interruption, but for no longer than the time period shown in <b>your</b> schedule. This period may not commence more than 90 days after <b>you</b> discover or reasonably suspect a <b>breach, security failure, illegal threat or cyber attack</b> .
<b>Information technology services</b>	Computer and electronic technology services, including but not limited to cloud computing and other hosted computer resources. However, this does not include internet or telecommunications connectivity services.
<b>Insured equipment</b>	Any <b>property</b> shown on <b>your</b> schedule that, through digital connectivity, forms part of <b>your computer system</b> used for <b>your business</b> .
<b>Insured person</b>	Any natural person who is, or during the <b>period of insurance</b> becomes, a statutory director, partner or officer of <b>you</b> .
<b>Interruption</b>	An interruption to <b>your business</b> which commences during the <b>period of insurance</b> and results from part or parts of <b>your computer system</b> , that are critical for revenue generation, being continuously interrupted and <b>materially impaired</b> .
<b>Loss</b>	Any financial harm caused to <b>your business</b> .
<b>Loss of assets</b>	<ol style="list-style-type: none"> <li>1. Loss, destruction or damage of <b>your money, property or securities</b> which are in <b>your</b> possession in the usual course of <b>your business</b> resulting directly from any actual or attempted theft at <b>your</b> premises;</li> <li>2. loss resulting directly from <b>your</b> receipt in good faith of any <b>counterfeit</b> cash, coin, bank and currency notes; or</li> <li>3. <b>funds transfer error</b>.</li> </ol>
<b>Loss of income</b>	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 <b>interruption</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>Materially impaired</b>	A widespread disruption to <b>your computer system</b> affecting multiple users, or a single user if <b>you</b> are either a sole trader or have only one <b>employee</b> , and causing <b>loss</b> .
<b>Money</b>	Cash, coin, bank and currency notes, bullion, funds, cheques, registered cheques, travellers' cheques, postal orders, bank drafts, money orders or any electronic, digital, or online currency, but not including cryptocurrency.
<b>Outsourced business processes</b>	Services provided by business process outsourcers supporting the operation of <b>your business</b> functions, that could otherwise be performed internally, including but not limited to human resources, call centres and accounting services. This does not include fulfilment services or the provision of products or services as part of <b>your</b> supply chain.
<b>PCI charges</b>	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 <b>your</b> failure to comply with <b>PCI DSS</b> due to a <b>breach</b> , 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>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, C. 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 countries listed within the definition of <b>applicable courts</b> only.
<b>Privacy investigation costs</b>	The reasonable and necessary lawyers' and experts' fees incurred with <b>our</b> prior written agreement in investigating, settling, defending, appealing or defending an appeal against a <b>privacy investigation</b> .
<b>Pollution</b>	Any pollution or contamination, including but not limited to: <ol style="list-style-type: none"> <li>1. any solid, liquid, gaseous or thermal contaminant or irritant; or</li> <li>2. noise, electromagnetic fields and radiation.</li> </ol> This definition does not include a <b>cyber attack</b> .
<b>Property</b>	Tangible property.
<b>Public relations costs</b>	The reasonable costs, necessarily incurred by <b>you</b> , 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 protecting or 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, 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>Relevant state</b>	Any <b>state</b> : <ol style="list-style-type: none"> <li>1. in which the data or <b>computer or digital technology</b> affected by a <b>cyber operation</b> is physically located or stored;</li> <li>2. which is a permanent member of the United Nations Security Council;</li> <li>3. which is a member of the Five Eyes intelligence alliance; or</li> <li>4. which is a member of the North Atlantic Treaty Organisation.</li> </ol>
<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>State</b>	Any sovereign state.
<b>Subsidiary</b>	An entity: <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. in which <b>you</b> acquire more than 50% of the book value of the assets or of the outstanding voting rights 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> <li>b. where the acquired entity's business is the same as <b>yours</b>;</li> <li>c. domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar; and</li> </ol> </li> </ol>

- d. 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**.

<b>Telephone toll fraud</b>	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.
<b>Time excess</b>	The period shown in <b>your</b> schedule as the time excess, which shall commence immediately following an <b>interruption</b> .
<b>Waiting period</b>	The period shown in <b>your</b> schedule as the waiting period, which shall commence immediately following an <b>interruption</b> .
<b>Virus</b>	<b>Programs</b> designed to or which result in damage, disruption, exfiltration of data from, or unauthorised access to any data or <b>computer or digital technology</b> , including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software.
<b>You/your</b>	Also includes: <ol style="list-style-type: none"><li>1. any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner, director, trustee, in-house counsel or senior manager in actual control of <b>your</b> operations; and</li><li>2. any <b>subsidiary</b> including any person who was, is or during the <b>period of insurance</b> becomes a partner, director, trustee, in-house counsel or senior manager of any <b>subsidiary</b> in actual control of its operations.</li></ol>

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## What is covered

<b>A. Your own losses</b>	If during the <b>period of insurance</b> , and in the course of <b>your business</b> or <b>advertising</b> , you discover or reasonably suspect any: <ol style="list-style-type: none"><li>1. <b>breach</b>;</li><li>2. <b>security failure</b>;</li><li>3. <b>illegal threat</b>; or</li><li>4. <b>cyber attack</b> against <b>your computer system</b>;</li></ol> <b>we</b> will pay:
Breach costs	a. <b>breach costs</b> ;
Cyber ransom losses	b. <b>cyber ransom losses</b> ;
Cyber attack losses	c. <b>additional business expenses</b> ;
Data recovery costs	d. <b>data recovery costs</b> .  Where shown on <b>your</b> schedule, <b>we</b> will also pay <b>your data recovery costs</b> where these arise from a: <ol style="list-style-type: none"><li>i. <b>dependent business</b> suffering a <b>security failure</b> or <b>cyber attack</b> which would otherwise be covered under this section; or</li><li>ii. covered <b>computer or digital technology error</b>.</li></ol>
Reputation protection	e. Where shown on <b>your</b> schedule, <b>your public relations costs</b> .  <b>We</b> will also pay <b>your public relations costs</b> where these arise from a: <ol style="list-style-type: none"><li>i. <b>dependent business</b> suffering a <b>security failure</b> or <b>cyber attack</b> which would otherwise be covered under this section; or</li><li>ii. by a covered <b>computer or digital technology error</b>.</li></ol>
Key person cover	f. the reasonable and necessary costs incurred by <b>you</b> with <b>our</b> prior written agreement to engage a consultant to: <ol style="list-style-type: none"><li>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 <b>breach</b>, <b>security failure</b>, <b>illegal threat</b> or <b>cyber attack</b>; or</li></ol>

- 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**, a. **breach costs**, which arises as a result of any **breach** directly caused by a **dependent business**.

**B. Cyber business interruption**

If **you** have Cyber business interruption cover, please read **your** schedule to see if your **loss of income, increased costs of working** or **additional costs of working** are covered or if you will receive a **daily interruption benefit**.

Business interruption losses

If **you** suffer an **interruption** caused solely and directly by a covered:

1. **breach**;
2. **security failure**;
3. **illegal threat**; or
4. **cyber attack** against **your computer system**;

**we** will pay either:

- a. **your**:
  - i. **loss of income** and **increased costs of working**; or
  - ii. **loss of income, increased costs of working** and **additional increased costs of working**;
 resulting solely and directly from such **interruption**; or
- b. the **daily interruption benefit**.

Operational error  
business interruption

If **you** suffer an **interruption** which is caused solely and directly by a covered **computer or digital technology error**, we will pay either:

- c. **your**:
  - i. **loss of income** and **increased costs of working**; or
  - ii. **loss of income, increased costs of working** and **additional increased costs of working**;
 resulting solely and directly from such **interruption**; or
- d. the **daily interruption benefit**.

Dependent business  
interruption

If **you** suffer an **interruption** which is caused solely and directly by a **dependent business** suffering a **security failure** or **cyber attack** which would otherwise be covered under this section, we will pay either:

- e. **your**:
  - i. **loss of income** and **increased costs of working**; or
  - ii. **loss of income, increased costs of working** and **additional increased costs of working**;
 resulting solely and directly from such **interruption**; or
- f. the **daily interruption benefit**.

For the purposes of this cover, the **dependent business** shall be treated as '**you**' for the purposes of the definition of **security failure**.

**C. 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 confidential corporate 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;

Privacy investigations	2. <b>you</b> are the subject of a <b>privacy investigation</b> ;
PCI liability	3. any party brings a <b>claim</b> against <b>you</b> for any actual or alleged breach of <b>PCI DSS</b> ;
Online liability	4. any party brings a <b>claim</b> against <b>you</b> for any actual or alleged: <ul style="list-style-type: none"> <li>a. infringement of any intellectual property rights;</li> <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> which solely and directly arises from alterations or additions made by a <b>hacker</b> to the content of <b>your</b> business social media accounts or website;
Network security liability	5. 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; or</li> <li>c. prevention of authorised electronic access to any <b>computer system</b>;</li> </ul> <b>we</b> will pay: <ul style="list-style-type: none"> <li>i. the amount agreed by <b>you</b> and <b>us</b> through negotiation or mediation 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>ii. any <b>regulatory award</b>;</li> <li>iii. <b>PCI charges</b>;</li> <li>iv. <b>privacy forensic costs</b> and <b>privacy investigation costs</b>; and</li> <li>v. <b>defence costs</b>, but <b>we</b> will not pay costs for any part of a <b>claim</b>, <b>privacy investigation</b> or investigation not covered by this section.</li> </ul>
<b>D. Your losses from crime</b>	If during the <b>period of insurance</b> , and in the performance of <b>your business</b> within the <b>geographical limits</b> , a <b>loss</b> from <b>crime</b> is <b>discovered</b> , <b>we</b> will pay <b>loss</b> arising as a direct result of that <b>crime</b> . <b>We</b> will also pay <b>your public relations costs</b> .
<b>E. Cyber property damage</b>	If during the <b>period of insurance</b> and in the course of <b>your business</b> , any <b>insured equipment</b> is permanently disabled as a direct result of a <b>security failure</b> , <b>cyber attack</b> against <b>your computer system</b> , <b>hacker</b> or transmission of a <b>virus</b> , <b>we</b> will cover the costs of repairing or replacing the unusable part.
<b>F. Additional covers</b>	The following additional covers are provided up to the corresponding limit of indemnity shown on <b>your</b> schedule.
Repeat event mitigation	Following any payment under <b>What is covered A. to E.</b> above, <b>we</b> will pay the reasonable and costs and expenses necessarily incurred by <b>you</b> with <b>our</b> prior agreement to: <ul style="list-style-type: none"> <li>1. upgrade existing hardware or software forming part of <b>your computer system</b>; and</li> <li>2. obtain risk management advice,</li> </ul> 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 cyber	If: <ul style="list-style-type: none"> <li>1. any <b>insured person</b> suffers a direct financial loss; or</li> <li>2. a claim is brought against an <b>insured person</b>;</li> </ul> in their personal capacity but which would have been covered under this section if the same claim had been brought against <b>you</b> or if <b>you</b> had suffered the same loss, <b>we</b> will cover the <b>insured person</b> under this section as if they were <b>you</b> .
Court attendance compensation	If any individual within the definition of <b>you</b> or any <b>employee</b> , has to attend court as a witness in connection with a <b>claim</b> against <b>you</b> covered under this section, <b>we</b> will pay <b>you</b> the amount stated in <b>your</b> schedule as compensation for each day or part of a day that their attendance is required by <b>us</b> .

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<b>What is not covered</b>	In addition to the General exclusions set out in the General terms and conditions, the following exclusions also apply to this section of <b>your</b> policy.
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	A.	<b>We</b> will not make any payment for any <b>claim, loss</b> or any other liability under this section directly or indirectly due to:
Breach of duty to customers	1.	<p>any <b>claim</b> under <b>What is covered, C. Claims and investigations against you</b>, 1. Privacy liability; or 5. Network security liability, arising directly out of any actual or alleged breach of any contractual or other duty by any person in the provision of products or services to <b>your</b> client or customer.</p> <p>However, this does not apply where a <b>data subject</b> makes a <b>claim</b> directly against <b>you</b> relating to their own <b>personal data</b>.</p>
Infrastructure failure	2.	<p>any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier or other infrastructure provider including but not limited to physical transmission lines, satellite networks, core DNS root servers, IP addressing systems and certificate authorities.</p> <p>However, this exclusion does not apply to a service where <b>you</b> directly control and provide such service as part of <b>your business</b>.</p>
Intellectual property	3.	<p>any actual or alleged infringement, use, misappropriation or loss of value 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 <b>claim</b> under <b>What is covered, C. Claims and investigations against you</b>, 4. Online liability.</p>
Hack by director or partner	4.	<p>any individual <b>hacker</b> who is also a partner, director, trustee, in-house counsel or senior manager within the definition of <b>you</b>.</p>
Destruction of property	5.	<p>any loss, theft, damage, destruction or loss of use of any <b>property</b>. However, this does not apply to any:</p> <ul style="list-style-type: none"> <li>a. <b>breach</b>, which is itself caused by the loss or theft of data;</li> <li>b. <b>loss</b> covered under <b>What is covered, D. Your losses from crime</b>; or</li> <li>c. damage covered under <b>What is covered, E. Cyber property damage</b>.</li> </ul>
Bodily injury	6.	<p>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, breach of privacy or by a <b>data subject</b> relating to their own <b>personal data</b>.</p>
System degradation or performance	7.	<p>any:</p> <ul style="list-style-type: none"> <li>a. degradation, deterioration or reduction in performance of <b>your computer or digital technology</b> caused gradually or as a result of the recommended use of <b>your</b> ordinary use of the system; or</li> <li>b. loss of, reduction in or loss of use of bandwidth, unless caused by an identifiable <b>cyber attack</b>;</li> </ul> <p>including where caused by increased use of the <b>computer or digital technology</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, B. Cyber business interruption</b>, Operational error business interruption.</p>
Outdated systems	8.	<p>the use by <b>you</b> of any software or systems that are unsupported by the developer.</p>
Seizure and confiscation	9.	<p>any confiscation, nationalisation, requisition, expropriation, appropriation, deprivation, 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 or digital technology</b>.</p>
Crime or damage to property caused by terrorism	10.	<p>any:</p> <ul style="list-style-type: none"> <li>a. <b>crime</b> caused by or arising in connection with <b>terrorism</b>. This exclusion only applies to cover under <b>What is covered, D. Your losses from crime</b>; or</li> <li>b. damage to <b>property</b> caused by <b>terrorism</b>. This exclusion only applies to the cover under <b>What is covered, E. Cyber property damage</b>.</li> </ul> <p>If there is any dispute between <b>you</b> and <b>us</b> over the application of this exclusion, it will be for <b>you</b> to show that this exclusion does not apply.</p>
War	11.	<p>Any <b>war</b> or <b>cyber operation</b>.</p>

Notwithstanding **our** burden of proof as the insurer, which shall remain unchanged by this clause, in determining attribution of a **cyber operation** to a **state**, **we** and **you** will consider such objectively reasonable evidence that is available to us. This may include formal or official attribution by the government of the **state** in which the **computer system** affected by the **cyber operation** is physically located to another **state** or those acting at its direction or under its control.

Nuclear risks	12. <b>nuclear risks.</b>
Insolvency	13. <b>your</b> insolvency or the insolvency of <b>your</b> suppliers, sub-contractors and outsourcers.
Pre-existing problems	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> .
Dishonest and criminal acts	<p>15. any:</p> <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul> <p>However, this exclusion will not apply unless:</p> <ul style="list-style-type: none"> <li>i. such conduct, violation of the law or act has been established by a final judgment in any judicial, administrative, or alternative dispute resolution proceeding;</li> <li>ii. such conduct, violation of the law or act has been established by <b>your</b> admission in a proceeding or otherwise; or</li> <li>iii. <b>you</b> or <b>we</b> discover evidence of such conduct, violation of the law or act;</li> </ul> <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> <p>This exclusion does not apply to a covered <b>claim</b> for defamation. However, <b>we</b> will not in any event make any payment for any <b>claim</b> for defamation arising from any statement <b>you</b> knew, or ought reasonably to have known:</p> <ul style="list-style-type: none"> <li>a. was defamatory at the time of publication; and <ul style="list-style-type: none"> <li>i. was untrue; or</li> <li>ii. could not reasonably be proved by <b>you</b> to be true.</li> </ul> </li> </ul>
Personal social media	17. any post from a social media account that does not belong to <b>your business</b> .
Fraudulent use of your electronic identity	<p>18. the fraudulent or dishonest use of the electronic identity of <b>your business</b>. However, this exclusion does not apply to:</p> <ul style="list-style-type: none"> <li>a. any covered <b>claim</b> or <b>loss</b> under <b>What is covered, D. Your losses from crime</b>; or</li> <li>b. any <b>claim</b> under <b>What is covered, C. Claims and investigations against you</b> arising as a direct result of a <b>hacker</b>.</li> </ul>
Natural perils	<p>19. any:</p> <ul style="list-style-type: none"> <li>a. physical cause or natural peril including, but not limited to, fire, flood, storm, lightning, frost, explosion or extremes of weather or temperature; or</li> <li>b. physical damage or physical loss arising in relation to <b>computer or digital technology</b>.</li> </ul> <p>However, if <b>you</b> have purchased cover under <b>What is covered, E. Cyber property damage</b>, this exclusion does not apply to any physical damage or physical loss arising in relation to <b>computer or digital technology</b> directly caused by its digital connectivity to other <b>computer or digital technology</b>.</p> <p>However, this exclusion 19.b. does not apply to any <b>claim, loss</b> or any other liability arising directly from a <b>breach</b>, which is itself caused by such natural peril.</p>

	20. any <b>loss</b> of <b>money, property</b> or <b>securities</b> unless covered under <b>What is covered, D. Your losses from crime</b> .
Use of payment cards	<p>21. the use of any credit, debit, access, convenience, smart, identification or other cards of a similar nature.</p> <p>However, this does not apply where such <b>loss</b> arises as a direct result of covered <b>dishonesty of an employee</b> as a result of an <b>employee's</b> use of any credit or debit card issued to such <b>employee</b> by <b>you</b> for the payment of valid business expenses incurred for or on behalf of <b>you</b>.</p>
Non-fiat / virtual currency	<p>22. any purchase, use or development of blockchain or any other distributed ledger technology, including but not limited to any:</p> <ul style="list-style-type: none"> <li>a. non-fiat or virtual currency including but not limited to any crypto currency, asset, unit, coin, token or balance that exists only in or predominantly in digital or virtual form;</li> <li>b. any currency which is, itself, based on or utilises blockchain or any other distributed ledger technology;</li> <li>c. any initial coin offering or any other form of fundraising in respect of any new currency; or</li> <li>d. smart contracts or non-fungible tokens.</li> </ul> <p>However, this exclusion shall not apply to any covered <b>cyber ransom losses</b>.</p>
Pollution	23. <b>pollution</b> .
Breach of financial or fiduciary duties	<p>24. a. any liability or breach of any duty or obligation owed by <b>you</b> regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation;</p> <p>b. any liability or breach of any duty or obligation owed by <b>you</b> regarding any express or implied statement or representation contained in <b>your</b> accounts, reports or financial statements, or concerning <b>your</b> financial viability;</p> <p>c. any breach of any taxation, competition, restraint of trade or anti-trust laws or regulations; or</p> <p>d. any breach of fiduciary duty owed by <b>you</b>.</p>
Data reconstitution	<p>25. any costs or loss associated with the reconstitution of your <b>data asset</b>, including but not limited to:</p> <ul style="list-style-type: none"> <li>a. 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>b. the economic value of <b>your data asset</b>, including the value of any trade secrets;</li> <li>c. 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>d. 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> </ul>
Unlawful or irregular cyber extortion payments	<p>26. any payment covered under <b>What is covered, A. Your own losses</b>, b. Cyber ransom losses if:</p> <ul style="list-style-type: none"> <li>a. making the payment would be unlawful;</li> <li>b. <b>you</b> have not made all reasonable efforts to determine that the <b>illegal threat</b> is genuine and not a hoax; or</li> <li>c. the ransom was not paid under duress.</li> </ul> <p>B. <b>We</b> will not make any payment under this section for:</p>
Claims brought by a related party	<p>1. any <b>claim</b> brought by any person or entity within the definition of <b>you</b>, any party with a financial, executive or managerial interest in <b>you</b>, including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest or any <b>employee</b>.</p>

However, this exclusion does not apply to a **claim** covered under **What is covered, C. Claims and investigations against you**, 1. Privacy liability by **employees** or individuals within the definition of **you**.

Fines, penalties and sanctions	<p>2. criminal, civil or regulatory sanctions, fines, penalties, disgorgement of profits, punitive damages, exemplary damages or multiple damages which <b>you</b> are legally obliged to pay, including but not limited to those imposed by any national or local governmental body or any licensing organisation.</p> <p>However, this exclusion does not apply to:</p> <p>a. <b>PCI charges</b>; or</p> <p>b. <b>regulatory awards</b>.</p>
Claims outside the applicable courts	<p>3. any <b>claim, privacy investigation</b> or investigation brought or commenced outside the <b>applicable courts</b>.</p> <p>This applies to proceedings in the <b>applicable courts</b> to enforce, or which are based on, a judgment or award from outside the <b>applicable courts</b>.</p>
Non-specific investigations	<p>4. any <b>privacy investigation</b> or investigation arising from any routine regulatory supervision, inquiry or compliance review, any internal investigation or any investigation into the activities of <b>your</b> 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 <b>personal data</b> by <b>you</b>.</p>
Unauthorised tracking	<p>5. any <b>claim, loss</b> or <b>privacy investigation</b> arising from, contributed to by, relating to, or in connection with any actual or alleged monitoring, tracking or profiling of:</p> <p>a. an individual without that individual's authorisation; or</p> <p>b. any <b>computer system</b> capable of storing <b>personal data</b> without authorisation, including, but not limited to, web-tracking, session recording, digital fingerprinting, behavioural monitoring, eavesdropping, wiretapping or audio or video recording committed by <b>you</b> or a third party.</p>
C.	<p>In addition to the exclusions set out above, the following exclusions also apply to any <b>loss, additional costs or defence costs</b> covered under <b>What is Covered, D. Your losses from crime</b>.</p> <p>We will not make any payment:</p>
Trade secrets and confidential information	<p>1. arising from the theft or misappropriation of any trade secret or other confidential information, other than where it is used to facilitate an otherwise covered <b>loss</b>.</p>
Losses benefiting you or your owners	<p>2. suffered by any entity within the definition of <b>you</b> to the benefit of any other entity within the definition of <b>you</b>, any of <b>your</b> shareholders or any entity or person who has any direct or indirect ownership or control rights over <b>you</b>.</p>
Incidents after you become aware	<p>3. arising from:</p> <p>a. any act, breach or omission committed by any <b>employee</b> after any of <b>your</b> partners, directors, trustees, in-house counsel or senior management in actual control of <b>your</b> operations <b>discovered</b> any <b>crime</b> being committed by, or in collusion with, such <b>employee</b>;</p> <p>b. anything which <b>you</b> knew about or ought reasonably to have known about before the date on which <b>you</b> first purchased a similar crime policy from <b>us</b> that has run continuously without a break in cover; or</p> <p>c. arising directly or indirectly due to any act, incident or event occurring, or any loss notified to any other policy of which this <b>policy</b> is a renewal or replacement.</p>
Crime retroactive date	<p>4. arising directly or indirectly due to any act, incident or event occurring, or any <b>loss</b> suffered before:</p> <p>a. the <b>crime retroactive date</b>; or</p> <p>b. the date of acquisition of any <b>acquired entity</b>.</p>
Extortion or ransom	<p>5. arising directly or indirectly due to extortion, kidnap or ransom of any kind, including but not limited to any ransomware payments.</p>
Specific employee dishonesty	<p>6. in respect of any <b>crime</b> which itself arises directly or indirectly due to any dishonest, fraudulent or malicious act of an <b>employee</b> acting alone or in collusion with others, other than <b>loss of assets</b> as a direct result of <b>dishonesty of an employee</b>.</p>



Specific documents	7. involving any item which is or purports to be a traveller's cheque, traveller's letter of credit, bill of lading, shipping document, warehouse receipt, trust receipt, account receivable, or any other similar document or instrument unless such <b>loss</b> arises as a direct result of <b>dishonesty of an employee</b> or <b>loss of assets</b> .
Directors and officers	8. arising directly or indirectly due to any dishonest acts or omissions by any of <b>your</b> partners, directors, trustees, in-house counsel or senior management.
Unfamiliar languages	9. arising from any <b>document</b> , financial instrument or device that is <b>fraudulently altered</b> or which is <b>counterfeit</b> or a <b>forgery</b> unless it was in a form or language that was familiar to the individual that was deceived by it.
Property damage	10. arising from the <b>loss</b> , damage or destruction to or of any: <ul style="list-style-type: none"> <li>a. office, premises or real estate, including any fixtures and fittings; or</li> <li>b. <b>money, property or securities</b> held by <b>you</b> on behalf of <b>your</b> customer, other than <b>loss of assets</b> as a direct result of <b>dishonesty of an employee</b>.</li> </ul>
Fire and explosion	11. arising from fire, explosion, implosion or collapse, other than <b>loss of assets</b> as a direct result of <b>dishonesty of an employee</b> .
Source documents	12. arising directly or indirectly due to <b>you</b> , or a third party on <b>your</b> behalf, having acted or relied on any electronic data that was created using a source document that has been <b>fraudulently altered</b> or which is <b>counterfeit</b> or a <b>forgery</b> , other than where arising as a direct result of <b>dishonesty of an employee</b> or <b>loss of assets</b> .
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How much we will pay	<p><b>We</b> will pay up to the overall limit of indemnity shown in <b>your</b> schedule for the total of all claims under each section or sections within <b>What is covered</b>, including all costs and expenses, unless limited below or otherwise in <b>your</b> schedule.</p> <p>Any <b>claims</b> or losses which arise out of the same <b>breach, cyber attack, illegal threat or security failure</b> will be regarded as one claim. This includes such <b>claims</b> and losses arising after, as well as during, the <b>period of insurance</b>.</p> <p>The amount <b>we</b> pay for a particular type of <b>claim</b> or <b>loss</b> may be further limited in <b>your</b> schedule.</p>
Excess	<b>You</b> must pay the relevant <b>excess</b> shown in <b>your</b> schedule.
72-hour excess waiver	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 of excess does not apply to any claim under <b>What is covered, B., Cyber business interruption</b> .
Overheads and business expenses	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> , <b>your</b> costs and expenses of preparing <b>your</b> claim, 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, A. Your own losses, c. Cyber attack losses</b> or <b>What is covered, F. Additional covers, Repeat event mitigation</b> .
Cyber business interruption	The amount we will pay for claims under <b>What is covered, B., Cyber business interruption</b> will be calculated in accordance with the following:
General	<ol style="list-style-type: none"> <li>1. <b>We</b> will pay for an <b>interruption</b> lasting longer than the applicable <b>waiting period</b> or <b>time excess</b> until the earliest of: <ul style="list-style-type: none"> <li>a. the relevant part or parts of <b>your computer system</b> no longer being continuously interrupted and <b>materially impaired</b>;</li> <li>b. the <b>indemnity period</b> ending; or</li> <li>c. the limit, including any applicable sublimit, stated on <b>your</b> schedule being exhausted;</li> </ul> <p>provided that <b>you</b> have taken all reasonable steps to prevent or minimise the interruption to <b>your business</b> and the impairment to <b>your computer system</b>.</p> </li> <li>2. <b>We</b> will adjust the amount <b>we</b> pay for loss of <b>income</b> so that it reflects the result that would have been achieved if the <b>interruption</b> had not occurred.</li> </ol>

	<p>3. If <b>you</b> are accountable to the tax authorities for Value Added Tax, the amount <b>we</b> pay will be exclusive of such tax</p>
Loss of income	<p>4. For <b>loss of income</b>, <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 <b>interruption</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> and <b>additional increased costs of working</b> if shown on <b>your</b> schedule.</p> <p>All payments for <b>loss of income</b>, <b>increased costs of working</b> or <b>additional increased costs of working</b> will be subject to any <b>time excess</b> specified in <b>your</b> schedule. <b>We</b> will not make any payment under <b>What is covered, B. Cyber business interruption</b> for any loss or expense <b>you</b> suffer during the period of the <b>time excess</b>. Please note that the amount <b>we</b> pay for <b>your loss of income</b> should reflect the result that would have been achieved by <b>you</b> if an <b>interruption</b> had not occurred and will not take into account any unwillingness of any customer or client of <b>yours</b> to purchase <b>your</b> goods or services.</p>
Daily interruption benefit	<p>5. For <b>daily interruption benefit</b>, <b>we</b> will pay <b>you</b> the <b>daily interruption benefit</b> for an <b>interruption</b> lasting longer than the <b>waiting period</b>. The <b>daily interruption benefit</b> is specified in <b>your</b> schedule and is a daily loss amount.</p>
Crime	<p>Where <b>we</b> replace items which are covered under <b>What is covered, D. Your losses from crime</b>, <b>we</b> will pay the lesser of:</p> <ol style="list-style-type: none"> <li>1. the cost price of the covered items to <b>you</b>; or</li> <li>2. the trade market value of the covered items at the time of <b>your loss</b>.</li> </ol>
Damage to your insured equipment	<p>For physical damage to <b>insured equipment</b> covered under <b>What is covered, E. Cyber 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>. Where <b>we</b> pay the costs of replacing the unusable part, <b>we</b> will pay the lesser of:</p> <ol style="list-style-type: none"> <li>1. the price <b>you</b> paid for the <b>insured equipment</b>; or</li> <li>2. the trade market value of the <b>insured equipment</b> at the time of <b>your loss</b>.</li> </ol>
Repeat event mitigation	<p>The most <b>we</b> will pay under <b>What is covered, F. Additional covers</b>, Repeat event mitigation is 10% of the amount of the corresponding <b>claim</b>, <b>loss</b> or liability, or the amount shown on <b>your</b> schedule, whichever is lower.</p> <p>For the costs of upgrading software covered under <b>What is covered, F. 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, F. 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, F. 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 <b>claim</b> or <b>loss</b> 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>
Paying out the limit of indemnity	<p>At any stage of a <b>claim</b>, <b>loss</b> or other liability under this section, <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay covered costs and expenses already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for that <b>claim</b>, <b>loss</b> or liability, including any costs or expenses.</p>
Recoveries	<p>Following a payment under this <b>policy</b> any recoveries will be made in the following order:</p> <ol style="list-style-type: none"> <li>1. any costs and expenses incurred in relation to the recovery will be paid first;</li> <li>2. any losses suffered by <b>you</b> in excess of the limit of indemnity will be paid second;</li> </ol>

3. amounts paid by **us** under this section will be paid third; and
4. the **excess** will be reimbursed fourth.

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## Your obligations

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|---|--|
| If a problem arises                         | <ol style="list-style-type: none"> <li>1. <b>We</b> will not make any payment under this section unless <b>you</b> notify <b>us</b> promptly within the <b>period of insurance</b>, or at the latest within 14 days after it expires for any problem <b>you</b> first become aware of in the seven days before expiry, of <b>your</b> first awareness of:               <ol style="list-style-type: none"> <li>a. any <b>claim, loss</b> or other liability under this section; or</li> <li>b. anything which is likely to give rise to a <b>claim, loss</b> or other liability under this section.</li> </ol> <p>If <b>we</b> accept <b>your</b> notification <b>we</b> will regard such <b>claim, loss</b> or other liability as notified to this insurance.</p> <p><b>You</b> must not appoint any third party to assist with any covered <b>claim, loss</b> or liability without <b>our</b> prior written agreement.</p> </li> </ol> |
| In the event a crime is discovered          | <ol style="list-style-type: none"> <li>2. <b>You</b> must, at <b>your</b> expense, provide <b>us</b> with a detailed proof of loss setting out the precise nature of the <b>crime</b> and the <b>loss</b> claimed under this <b>policy</b> within six months of the <b>crime</b> being <b>discovered</b>. If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.</li> </ol>   |
| If a business interruption loss is suffered | <ol style="list-style-type: none"> <li>3. <b>You</b> must keep a record of all amounts owed to <b>you</b> and keep a copy of the record away from the <b>insured premises</b> and provide copies to us promptly on request. <b>You</b> must, at <b>your</b> expense, provide <b>us</b> with a detailed written proof of loss setting out the precise nature of the <b>loss</b> claimed under this <b>policy</b>. If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.</li> </ol>  |
| Cyber extortion                             | <ol style="list-style-type: none"> <li>4. <b>We</b> will not make any payment under <b>What is covered, A. Your own losses</b>, b. Cyber ransom losses unless:               <ol style="list-style-type: none"> <li>a. an individual within the definition of <b>you</b> agreed to the payment of the ransom or the surrender of the goods or services;</li> <li>b. <b>you</b> inform, or allow <b>us</b> to inform, the appropriate law enforcement authorities where any <b>illegal threat</b> was made; and</li> <li>c. <b>you</b> keep <b>us</b> fully informed as soon as possible of all developments concerning any <b>illegal threat</b> or ransom demand</li> </ol> </li> </ol>   |
| Cyber attack losses                         | <ol style="list-style-type: none"> <li>5. If <b>you</b> suffer a <b>loss</b> under <b>What is covered, A. Your own losses</b>, c. Cyber attack losses, <b>you</b> 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 <b>your business</b>. If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.</li> </ol>   |
| Admissions and offers                       | <ol style="list-style-type: none"> <li>6. When dealing with any client or third-party, <b>you</b> must not admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement. If <b>you</b> do, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.</li> </ol>  |
| Crime losses                                | <ol style="list-style-type: none"> <li>7. If <b>you</b> suffer a <b>loss</b> under <b>What is covered, D. Your losses from crime</b>, <b>you</b> must give <b>us</b> all assistance <b>we</b> reasonably require to pursue a recovery against <b>your</b> client, in <b>your</b> name but at <b>our</b> expense.</li> </ol>  |

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## Control of response and defence

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|-----------------------------------|---|
| Response and defence arrangements | <p><b>We</b> have the right, but not the obligation, to take control of and conduct in <b>your</b> name, the investigation, settlement, mitigation or defence of any <b>claim, loss, privacy investigation</b>, or other liability.</p> <p><b>You</b> must give <b>us</b> the information and co-operation which <b>we</b> may reasonably require and take all reasonable steps to mitigate or defend any <b>claim, loss, privacy investigation</b>, or other liability. <b>You</b> should not do anything which may prejudice <b>our</b> position.</p> |
|-----------------------------------|---|

Appointment of legal representation	<p><b>We</b> have the right, but not the obligation, to select and appoint an adjuster, lawyer, cyber security consultant, forensic investigator, PR consultant or any other appropriate person of our choosing to deal with the <b>claim, loss, privacy investigation</b>, or other liability.</p> <p><b>We</b> will only pay <b>defence costs</b>, or any other covered costs or expenses where these have been incurred with <b>our</b> prior written consent, by a person or organisation appointed to support <b>you</b> with <b>our</b> prior written consent.</p>
Partially covered claims	<p><b>We</b> will not pay any part of a <b>claim, loss, privacy investigation</b>, or other liability or any associated costs or expenses which are not covered by this section.</p> <p>If a <b>claim, loss, privacy investigation</b>, or other liability arises, which is not wholly covered by this section or is brought against <b>you</b> and any other party who is not covered under this section, then at the outset, <b>we</b> and <b>you</b> agree to use best efforts to determine a fair allocation of covered and non-covered parts of any <b>claim, loss, privacy investigation</b>, or other liability or associated costs and expenses, including <b>defence costs</b> on the basis of the relative legal and financial exposures.</p>
Advancement of defence costs	<p><b>We</b> will pay <b>defence costs</b> and costs or expenses associated with a <b>loss</b> or any other liability covered by this section on an ongoing basis prior to the final resolution. However, <b>we</b> will not pay any <b>defence costs</b>, costs or expenses in connection with any <b>claim, loss, privacy investigation</b>, or other liability or partial <b>claim, loss, privacy investigation</b>, or other liability which is not covered under this section. <b>You</b> must reimburse <b>us</b> for any <b>defence costs</b>, costs or expenses paid where it is determined there is no entitlement under this section.</p>
Paying of full limit of indemnity	<p><b>We</b> have no further duty to indemnify <b>you</b> against any <b>claim, loss, privacy investigation</b>, or other liability under this section where we pay <b>you</b> the applicable limit of indemnity as described in <b>How much we will pay</b>, Paying out the limit of indemnity, or if the overall limit of indemnity stated in <b>your</b> schedule has been exhausted.</p>
Payment of excess	<p><b>Our</b> duty to make any payment under this section arises only after the applicable <b>excess</b> is fully paid. The <b>excess</b> will only be eroded by the covered parts of a <b>claim, loss, privacy investigation</b>, or other investigation.</p>
Disputes	<p>For the purposes of <b>control of response and defence</b> in this section of the <b>policy</b>, <b>General condition</b> 14, Arbitration, within the <b>General terms and conditions</b> is amended to read as follows:</p> <p>Any dispute as to whether to settle or to continue the defence or mitigation of a <b>claim, loss</b> or other liability or as to the fair allocation of any partially covered <b>claim, loss, privacy investigation</b>, or other liability and any associated costs or expenses, will be referred to a single King's Counsel (or equivalent in any other jurisdiction) to be mutually agreed or in the absence of such agreement to be nominated by the President of the Law Society of England and Wales. The opinion of such King's Counsel shall be binding on <b>you</b> and <b>us</b> in relation to matters referred under this clause. The costs of such opinion shall be met by <b>us</b>.</p>

# Crisis containment

## Policy wording

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>Crisis</b>	A time of severe difficulty in <b>your</b> activities or danger to <b>your business</b> as a result of an <b>insured incident</b> that could, if left unmanaged, cause adverse or negative publicity of or media attention to <b>you</b> or <b>your business</b> .
<b>Crisis containment costs</b>	Reasonable and necessary costs incurred in utilising the services of the <b>crisis containment provider</b> to limit or mitigate the impact of a <b>crisis</b> .
<b>Crisis containment provider</b>	The person or company named in the schedule.
<b>Insured incident</b>	An incident, act or problem that in <b>your</b> good faith opinion could potentially give rise to a covered claim being made by <b>you</b> under any other section of this <b>policy</b> .
<b>Working hours</b>	The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.

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### What is covered

Crisis containment costs	<b>We</b> will pay <b>crisis containment costs</b> incurred within the <b>geographical limits</b> with <b>our</b> prior written consent as a direct result of a <b>crisis</b> commencing during the <b>period of insurance</b> .
Outside working hours discretionary crisis mitigation costs	<b>We</b> will also pay <b>crisis containment costs</b> incurred within the <b>geographical limits</b> without <b>our</b> consent in carrying out immediate work outside of <b>working hours</b> to limit or mitigate the impact of the <b>crisis</b> . Any such work done by the <b>crisis containment provider</b> will not be confirmation of cover under this or any other section of this <b>policy</b> .

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### What is not covered

**We** will not make any payment for:

1. **crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
2. **crisis containment costs** relating to any:
  - a. claim under any **Management liability – Employment practices liability** section;
  - b. employment claim under any **Management liability – Directors and officers** section or **Management liability - Trustees and individual liability** section.
3. costs which are covered under any other section of this **policy**.
4. any **crisis containment costs** directly or indirectly due to:
  - a. any incident, act, investigation or problem that affects **your** profession or industry; or
  - b. governmental regulations which affect another country or **your** profession or industry; or
  - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
  - d. socioeconomic changes or business trends which affect **your business** or **your** profession or industry.

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## How much we will pay

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **insured incidents**. **We** will pay the **crisis containment provider** directly for **crisis containment costs** covered under this section of the **policy**.

All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**. This includes such **crises** arising after, as well as during, the **period of insurance**.

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## Your obligations

**We** will not make any payment under this section unless **you** notify any **crisis** in accordance with either of the following:

If a crisis arises during working hours

1. If **you** first become aware of the **crisis** during **working hours** **you** must notify **us** of it immediately by phoning **us** on the number stated in the schedule.

**We** will then determine if the incident, act or problem that **you** have notified would give rise to a covered claim under any other section of this **policy**. If **we** determine this to be the case then **we** will contact the **crisis containment provider** to assist **you** in the management of the **crisis**.

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

**You** must co-operate fully with **us**, the **crisis containment provider** and any of **our** representatives in the management of the **crisis**.

If a crisis arises outside of working hours

2. If **you** first become aware of the **crisis** outside of **working hours** **you** must notify the **crisis containment provider** immediately by phoning them on the number stated in the schedule. **You** must also notify **us** of the **crisis** as soon as possible within **working hours** by telephoning the number stated in the schedule.

**You** must co-operate fully with the **crisis containment provider** in the management of the **crisis**.