

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

Special definitions for this section

Computer system	Your own computer network, including any third party software programs.
Defence costs	Costs incurred with our prior written agreement to investigate, settle or defend a claim against you .
Hacker	Anyone who specifically and maliciously targets you and gains access to the website via the internet or other external electronic link, solely by circumventing electronically the security systems in place to protect against such access. A hacker does not include: a. any director or partner of yours or any sub-contractor, self-employed freelancer or third party on your premises without permission; b. anyone who gains access directly through either any computer, computer system of yours or the physical possession of any password or other security code.
Website	Any website(s), intranet or extranet where you have full control over the content and which you run for the promotion of your own business .
You / your	Also includes any person who was, is or during the period of insurance becomes your partner or director or officer or senior manager in actual control of your operations.
Computer equipment	Computer and ancillary equipment (including VDU's, keyboards, printers and software), television and video equipment, photographic, photocopying, surveying and telecommunications equipment.

What is covered

Claims against you	<p>If during the period of insurance, and as a result of your business, any party brings a claim against you arising from:</p> <ol style="list-style-type: none">the content of your email, intranet, extranet or website (including its domain name, metatags and hyperlinks and the marketing and advertising of your business on the website), including alterations or additions made by a hacker, but not connected with any professional business activity for a client, and due to:<ol style="list-style-type: none">your infringement of any intellectual property rights, including any copyright, trademark, passing off or linking to or framing of another page, any defamatory statement on your website or in your email, including any defamatory statement concerning a client or business competitor of yours;your breach of confidence or infringement of any right to privacy;your negligent transmission of a computer virus, worm, logic bomb or Trojan horse to anyone with whom you do business or who uses your website in the course of their business,your unauthorised collection or misuse of any data concerning any customer or potential customer of yours which is either confidential or subject to statutory restrictions on its use and which you obtained through the internet or extranet or website and hold electronically, <p>we will indemnify you against the sums you have to pay as compensation.</p> <p>We will also pay defence costs, but we will not pay costs for any part of a claim not covered by this section.</p>
Your own losses	<p>If during the period of insurance, your business suffers a loss arising from:</p> <ol style="list-style-type: none">damage to your computer system or website as a result of a computer virus, worm, logic bomb or Trojan horse. We will pay to repair your computer system or website and restore your data.

- b. an agreement entered into by any third party fraudulently representing themselves as **you**, **we** will indemnify **you** for fees and costs incurred in proving that this fraud has taken place should any other third party try to enforce such an agreement.

Replacement of equipment	If, during the period of insurance, your computer system or computer equipment is rendered inaccessible by a criminal or regulatory investigation we will pay to replace it for the period of the investigation.
Your losses from vandalism	<p>If, during the period of insurance, a hacker damages, destroys or alters your website or computer system, we will pay the reasonable and necessary costs and expenses you incur with our prior written consent to repair or replace the affected part of the website or computer system to the same or equivalent standard and with the same contents or as near as reasonably possible as immediately before it was damaged, destroyed or altered.</p> <p>If, during the period of insurance, a hacker threatens to damage your website in a way which would be covered by this section, we will indemnify you against the ransom paid with our prior written consent or, if the demand is for goods or services, their market value at the time of surrender. We will only indemnify you in this way if you can demonstrate to us that the ransom has been surrendered under duress and that before agreeing to its payment you took all reasonable efforts to determine that the threat was genuine and not a hoax and to ensure that at least one of your senior officers agreed to the ransom's payment.</p> <p>If a claim arises from the cover provided in either of the two immediately preceding paragraphs we will also pay any advertising or publicity expenses reasonably and necessarily incurred, and with our prior permission, in contacting any people who attempted to use the website while it was damaged, destroyed or altered.</p>

What is not covered

Matters specific to your business

- A. **We** will not make any payment for any claim or loss directly or indirectly due to:
1. any **virus**, worm, logic bomb or Trojan horse written or created by **you**.
 2. any self-replicating, malicious code that was not specifically targeted to **your** system.
 3. the infringement of any patent.
 4. the use or provision of any games, or any gaming, gambling, lottery or auctioneering facilities or services.
 5. the failure or interruption of the service provided by an internet service provider or any telecommunications or other utility provider.
 6. any pornographic, sexually explicit or obscene material unless arising directly from the activities of a **hacker**.
 7. any defamatory statement concerning any partner, director or employee of **yours** or a self-employed freelancer directly contracted to **you** and under **your** supervision.
 8. **your** liability under any contract which is greater than the liability **you** would have at law without the contract.
 9. any data or software unique to your company

Matters insurable elsewhere

10. the death or any bodily or mental injury or disease suffered by anyone.
11. anyone's employment with or work for **you**, or any breach of an obligation owed by **you** as an employer or any kind of discrimination, harassment or unfair treatment.
12. any personal liability incurred by a director or officer of **yours** when acting in that capacity or managing **your** business, or **your** breach of any fiduciary duty, or any statement, representation or information concerning **you** or **your** business contained in **your** accounts, reports or financial statements.
13. **your** supply, manufacture, sale, installation or maintenance of any product.

Deliberate, reckless or dishonest acts

14. any statement **you** knew, or ought reasonably to have known, was defamatory at the time of publication.
15. any act, breach, omission or infringement **you** deliberately, spitefully, dishonestly or recklessly commit, condone or ignore.

Date recognition	16. date recognition.
War, terrorism and nuclear	17. war, terrorism or nuclear risks.
Pre-existing problems	B. We will not make any payment for: <ol style="list-style-type: none"> 1. any claim, potential claim or loss or payment which could be made under this section which you knew about, or ought reasonably to have known about, before we agreed to insure you.
Non-compensatory payments	2. fines and contractual penalties, punitive or exemplary damages. <ol style="list-style-type: none"> 3. any trading loss or trading liability including those arising from the loss of any client, account or business.
Claims outside the applicable courts	4. any claim, including arbitration, brought outside the countries set out in the schedule under Applicable Courts. <p>This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.</p>

How much we will pay

The most **we** will pay for the total of all claims, their **defence costs** and **your** own losses is the limit of indemnity shown in the schedule irrespective of the number of claims or losses. However, the most **we** will pay for **your** own losses from vandalism, including any advertising or publicity expenses, is the amount shown in the schedule. This does not increase the limit of indemnity. **You** must pay the relevant **excess** shown in the schedule.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in **your** work will be regarded as one claim. This includes such claims and losses arising after, as well as during, the **period of insurance**.

Paying out the limit of indemnity

At any stage **we** can pay **you** the limit of indemnity or what remains after any earlier payment from that limit. **We** will then have no further liability for any claim, **defence costs** or loss.

Your obligations

If a problem arises

We will not make any payment under this section:

1. unless **you** notify **us** promptly of the following within the **period of insurance** or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry:
 - a. **your** first awareness of any matter which is likely to lead to a claim against **you**. This includes any criticism of **your** work even though regarded by **you** as unjustifiable.

If **we** accept **your** notification **we** will regard any subsequent claim as notified to this insurance.
 - b. any claim or threatened claim against **you**.
 - c. **your** first awareness of any fraud, threatened fraud or suspicion of fraud involving **your website**, electronic signature or electronic mail.
 - d. any damage, destruction or alteration to **your website** or **computer system**.
 - e. **your** first awareness of any threat to damage **your website**.
2. if, when dealing with **your** client or a third party, **you** admit that **you** are liable for what has happened or make any offer, deal or payment without **our** prior written agreement. **You** must also not reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your** client or have **our** prior written agreement.
3. if **you** do not inform the police of any ransom demand as soon as is practicable.

Computer system protection and back-ups

We will not make any payment under this section if **you** have failed to:

- a. take reasonable steps to use, maintain and upgrade any program which protects against computer viruses or any unauthorised use of or access to **your computer system**, electronic link or **website**,

- b. make back-up copies of any data, file or program at reasonably frequent intervals,
- c. cancel any user name, password or other security protection after **you** knew or had reasonable grounds to suspect that it had been made available to any unauthorised person.

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. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** own solicitor but on a similar fee basis as **our** solicitor and only for work done with **our** prior written approval. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.