

## Cyber and data insurance

### Policy summary

#### Your cover in a nutshell:

---

Cyber and data insurance is designed to support and protect you from evolving e-risks. It provides comprehensive cover for your computer systems and data, whether electronic or non-electronic. We will pay for claims made against you during the period of insurance arising from your cyber or data liability, up to the limit of indemnity shown in the schedule. We will also pay your legal defence costs incurred with our agreement for covered claims. Your policy schedule will state if such costs are included within the limit of indemnity or payable in addition to it.

We also pay for your own losses arising from cyber or data incidents occurring during the period of insurance, up to the limit of indemnity shown in the schedule.

We don't just pay out when you suffer a loss or a claim is made against you, but we also work with a trusted panel of experts who are able to offer support in the event of a claim, helping to minimise the damage to your company. Your policy will also include access to Hiscox eRiskHub providing you with support and resources to help stay on top of evolving risks.

The limit of indemnity will be on an aggregate basis. This means that the limit of indemnity applies to the total of all claims made against you during the period of insurance. Each section of the policy is subject to separate limits of indemnity, with further limits for certain items such as forensic costs. Those limits are stated in the schedule, which you should check carefully.

You will be liable to pay the excess in relation to each claim or loss, which is shown in your policy schedule.

Your policy schedule will state which sections you are insured for.

#### Key benefits: what risks are you protected against?

---

The cover you benefit from will depend upon which sections you are insured for, which will be stated on the policy schedule. **Please check your policy schedule to see which of the following sections you benefit from.**

1. Breach costs

We will pay for losses incurred by you if you suffer from the unauthorised access, use or disclosure of personal data, including:

- the costs of outside computer forensic analysis to confirm the breach;
- legal costs incurred in managing the breach;
- costs incurred in notifying data subjects and any regulatory body, if required;
- credit monitoring costs, where required.

We will also pay for the above where you have incurred loss as the result of a breach by a supplier of yours.

2. Cyber business interruption.

If your business suffers from an interruption as a result of a cyber-attack from a third-party or a hacker, we will pay for:

- your loss of income, including where caused by damage to your reputation;
- increased costs of working.

3. Hacker damage

If you discover that you have been the subject of a hack, we will pay loss caused by:

- damage to, corruption or misuse of your computer systems or programmes;
- copying or stealing of your programmes or data held electronically.

4. Cyber extortion

If you receive a threat from a third-party to damage your computer systems or disseminate commercially sensitive information, following unauthorised electronic access to your systems, we will pay:

- the cost of any ransom demand;
- the value of any good or services surrendered.

5. Privacy protection

If a claim is made against you for breach of personal data or sensitive commercial information, we will pay:

- compensation payable as a result of the breach;
- the amount of any regulatory award against you, where legally insurable;
- any PCI charges for which you become liable as a result of the breach;
- the costs incurred in defending a regulatory investigation or prosecution;
- the costs of outside computer forensic analysis to confirm the breach.

6. Media liability



If a claim is made against you arising from the content of your email, website or other electronic communications as a result of alterations made by a hacker, we will pay for compensation and defence costs where the claim is for:

- infringement of intellectual property rights;
- defamation;
- negligent transmission of a virus.

### **Significant or unusual exclusions and limitations:**

---

We do not pay for any claims, losses, breaches, privacy investigations or threats due to:

- the provision of professional advice or services;
- the failure of an internet service provider;
- breach of intellectual property rights, other than under the media liability section;
- personal injury or damage to tangible property;
- seizure or confiscation, war, terrorism or nuclear risks;
- anything likely to lead to a claim, loss, breach, privacy investigation, illegal threat or interruption that you knew or ought reasonably to have known about before the policy started;
- any acts or omissions you deliberately or recklessly commit, condone or ignore;
- media liability claims that are brought by your current or former employees;
- any criminal, civil or regulatory fines, other than PCI charges and regulatory awards where legally insurable.

We will also not make payment:

- unless you notify us promptly of any claim, loss, breach, privacy investigation, illegal threat or interruption or anything which is likely to give rise to these;
- for cyber extortion unless you inform or allow us to inform the appropriate law enforcement authorities following an illegal threat and keep us informed of all developments.

We may reduce any payment we make equal to the detriment we have suffered if you:

- do not ensure our rights of recovery against a third-party are unrestricted;
- admit that you are liable or make any offer without our prior written agreement.