

Please read the schedule to see whether breach costs, cyber business interruption, hacker damage, cyber extortion, privacy protection or media liability are covered by this section.

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>Advertising</b>	Advertising, publicity or promotion in or of <b>your</b> products or services, including online.
<b>Applicable courts</b>	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
<b>Breach</b>	<ol style="list-style-type: none"><li>1. The unauthorised acquisition, access, use or disclosure of, or the loss or theft of <b>personal data</b>, which compromises the security or privacy of that information such that it poses a significant risk of financial harm to the <b>data subject</b>; or</li><li>2. any unauthorised acquisition, access, use or disclosure of <b>personal data</b> which triggers <b>your</b> obligations under any statute, law or regulation to make any notification of such unauthorised acquisition, access, use or disclosure.</li></ol>
<b>Breach forensic costs</b>	Following a possible <b>breach</b> , the costs <b>you</b> incur for computer forensic analysis conducted by outside forensic experts to confirm the <b>breach</b> and identify the affected <b>data subjects</b> , as well as outside legal fees necessary for the preservation of the lawyer-client privilege of forensic reports and findings.
<b>Claim</b>	Any written demand or civil, criminal, regulatory or arbitration proceeding or any assertion of liability or any written demand for financial compensation or injunctive relief first made against <b>you</b> within the <b>applicable courts</b> .
<b>Cloud provider</b>	Any entity providing hardware or software services to <b>you</b> over the internet, including the provision of software as a service, infrastructure as a service or platform as a service.
<b>Computer system</b>	Any computer network, hardware, software, information technology and communications system, including any email, intranet, extranet or website.
<b>Credit monitoring costs</b>	Following a <b>breach</b> , the costs <b>you</b> incur to provide one year of credit monitoring services or other credit protection services to each affected <b>data subject</b> . Such services must be redeemed by the <b>data subject</b> within 12 months of the <b>data subject</b> first being offered such services.
<b>Data subject</b>	Any natural person who is the subject of <b>personal data</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>	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. <b>You</b> and <b>your</b> independent contractors will not be treated as <b>employees</b> under this section.
<b>Hacker</b>	Anyone, including an <b>employee</b> of <b>yours</b> , who maliciously targets <b>you</b> and gains unauthorised access to or unauthorised use of <b>your computer system</b> or data held electronically by <b>you</b> or on <b>your</b> behalf, solely by circumventing electronically the security systems in place to protect against such unauthorised access or unauthorised use.
<b>Illegal threat</b>	Any threat from a third-party to: <ol style="list-style-type: none"><li>a. damage, destroy or corrupt <b>your computer system</b>, <b>programmes</b> or data <b>you</b> hold electronically, or any <b>programmes</b> or data for which <b>you</b> are responsible, including by specifically introducing a <b>virus</b>; or</li><li>b. disseminate, divulge or use any electronically held commercial information which:<ol style="list-style-type: none"><li>i. <b>you</b> are responsible for;</li></ol></li></ol>

## Cyber and data

### Policy wording

- ii. is not in the public domain; and
- iii. will cause commercial harm if made public;

following any unauthorised external electronic access by that third-party.

<b>Income</b>	The total income from <b>your business</b> .
<b>Increased costs of working</b>	The reasonable and necessary costs and expenses incurred by <b>you</b> for the sole purpose of minimising the reduction in <b>income</b> from <b>your business</b> during the <b>indemnity period</b> , but not exceeding the reduction in <b>income</b> saved.
<b>Indemnity period</b>	The period, in months, 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 number of months shown in the schedule.
<b>Loss</b>	Any financial harm caused to <b>your business</b> .
<b>PCI charges</b>	Any charges, fines, penalties, levies, 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.
<b>Personal data</b>	Any non-public individually identifiable information about a <b>data subject</b> , including but not limited to such information protected by the Data Protection Act 1998 or any similar or successor legislation.
<b>Privacy forensic costs</b>	Following a <b>claim</b> under <b>What is covered, Claims against you</b> , Privacy protection, the reasonable and necessary costs incurred by <b>you</b> with <b>our</b> prior written consent for forensic services conducted by outside forensic experts to defend a <b>claim</b> .
<b>Privacy investigation</b>	Any official examination, official enquiry or official investigation brought against <b>you</b> based on the same allegations as a <b>claim</b> under <b>What is covered, Claims against you</b> , Privacy protection a. i., ii., or iv., conducted by any regulator, government department or other body legally empowered.
<b>Privacy investigation costs</b>	All reasonable and necessary lawyers' and experts' fees and legal costs, including <b>privacy forensic costs</b> , incurred with <b>our</b> prior written agreement in investigating, settling, defending, appealing or defending an appeal against a <b>privacy investigation</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>Regulatory award</b>	Following a <b>privacy investigation</b> , any civil or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages, including but not limited to those imposed by any national, federal, state or local governmental body or any licensing organisation, if insurable in the jurisdiction where such award was first ordered, but not including <b>PCI charges</b> .
<b>Retroactive date</b>	The date stated as the retroactive date in the schedule. For any <b>subsidiary</b> , the retroactive date shall mean the later of the retroactive date shown in the schedule and the date <b>you</b> first took control of such entity, unless otherwise agreed by <b>us</b> in writing.
<b>Subsidiary</b>	An domiciled in the United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man or Gibraltar entity 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> .
<b>Time excess</b>	The period shown in the schedule as the time excess, being the period immediately following an interruption during which no cover is provided under <b>What is covered, Your own losses</b> , Cyber business interruption.
<b>You/your</b>	Also includes: <ul 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;</li> <li>2. any <b>subsidiary</b>.</li> </ul>

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## What is covered

### Your own losses

1. Breach costs
- If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date**, **you** discover or suspect a **breach** has occurred, **we** will pay all reasonable and necessary:
- breach forensic costs**;
  - outside legal fees **you** incur in managing **your** response to the **breach**;
  - costs **you** incur to notify each affected **data subject** of the **breach**;
  - costs **you** incur to notify any regulatory body, including the Information Commissioner's Office, of the **breach** where **you** are required by any law or regulation to do so;
  - costs **you** incur to use a third-party call centre to answer enquiries from affected **data subjects** following notification of the **breach** to such **data subjects**; and
  - credit monitoring costs**;
- incurred with **our** prior written agreement.
- Breach by suppliers
- We** will indemnify **you** against any **loss** falling within the scope of **What is covered**, **Your own losses**, Breach costs, which arises as a result of any **breach** caused by a supplier of **yours**.
2. Cyber business interruption
- We** will insure **you** for **your** loss of **income**, including where caused by damage to **your** reputation, and any **increased costs of working**, resulting solely and directly from an interruption to **your business** commencing during the **period of insurance** and lasting longer than the **time excess**, due to:
- the activities of a third-party who specifically targets **you** alone by maliciously blocking electronically the access to **your computer system**, **programmes** or data **you** hold electronically; or
  - a **hacker** who specifically targets **you** alone.
3. Hacker damage
- If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date**, **you** discover a **loss** caused by a **hacker**:
- damaging, destroying, altering, corrupting, or misusing **your computer system**, **programmes** or data **you** hold electronically, or any **programmes** or data for which **you** are responsible; or
  - copying or stealing any **programme** or data **you** hold electronically or for which **you** are responsible;
- we** will pay all the reasonable and necessary expenses incurred with **our** prior written consent in replacing or repairing **your computer system**, **programmes** or data **you** hold electronically to the same standard and with the same contents before it was damaged, destroyed, altered, corrupted, copied, stolen or misused.
4. Cyber extortion
- If during the **period of insurance**, and in the course of **your business** or **advertising**, **you** receive an **illegal threat**, **we** will pay the cost of any ransom demand from the third-party or, if the demand is for goods or services, their market value at the time of the surrender, provided that **you** can demonstrate to **us** that:
- the ransom was paid, or the goods or services were surrendered, under duress;
  - before agreeing to the payment of the ransom or the surrender of goods or services, **you** made all reasonable efforts to determine that the **illegal threat** was genuine and not a hoax; and
  - an individual within the definition of **you** agreed to the payment of the ransom or the surrender of the goods or services.
- We** will also pay:
- the fees of **our** appointed consultant, incurred by **you** with **our** prior written consent, for advising **you** on the handling and negotiation of the ransom demand; and
  - the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.

#### Claims against you

##### 5. Privacy protection

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

- a. any party brings a **claim** against **you** for **your** actual or alleged:
  - i. breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for **personal data**;
  - ii. breach of duty to maintain the security or confidentiality of **personal data**;
  - iii. breach of any duty of confidence, including in respect of any commercial information; or
  - iv. breach of any contractual duty to maintain the security or confidentiality of **personal data**, including under a payment card processing agreement with any bank or payment processor or under **your** public facing privacy policy; or
- b. **you** are the subject of a **privacy investigation**;

**we** will pay:

1. the amount agreed by **you** and **us** through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a **claim** or the amount to satisfy a judgment or arbitration award against **you**;
2. any **regulatory award**;
3. **PCI charges**; and
4. **privacy forensic costs, privacy investigation costs and defence costs**.

##### 6. Media liability

If during the **period of insurance**, and in the course of **your business** or **advertising** after the **retroactive date** within the **geographical limits**, any party brings a **claim** against **you** for any actual or alleged:

- a. infringement of any intellectual property rights;
- b. defamation, including libel, slander, trade libel, product disparagement or malicious falsehood; or
- c. negligent transmission of a **virus**;

which directly arises from the content of **your** email, intranet, extranet or website, including alterations or additions made by a **hacker**, **we** will indemnify **you** against the amount agreed by **you** and **us** through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a **claim** or the amount to satisfy a judgment or arbitration award against **you**, including any judgment or award ordering **you** to pay claimants' lawyers' fees and costs.

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

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#### What is not covered

A. **We** will not make any payment for any **claim** or part of a **claim** (including **defence costs**) or any **loss, breach, privacy investigation, illegal threat** or interruption directly or indirectly due to:

##### Breach of professional duty

1. any **claim** under **What is covered, Claims against you**, Privacy protection made by any individual or entity to whom or which **you** have provided professional advice or services.

##### Failure by service providers

2. any failure or interruption of service provided by an internet service provider, telecommunications provider, **cloud provider** but not including the hosting of hardware and software that **you** own, or other utility provider.

This exclusion does not apply:

- a. where **you** provide such services as part of **your business**;
- b. to **What is covered, Your own losses**, Breach costs, Breach by suppliers.

##### Intellectual property

3. any actual or alleged loss, theft or infringement of intellectual property. However, this does not apply to any **claim** under **What is covered, Claims against you**, Media liability.

Patent or trade secret	4. any actual or alleged infringement, use, misappropriation or disclosure of a patent or trade secret.
Hack by director or partner	5. any individual <b>hacker</b> within the definition of <b>you</b> .
Destruction of tangible property	6. any loss, theft, damage, destruction or loss of use of any tangible property. However, this exclusion does not apply to data.
Bodily injury	7. any death or bodily injury or disease suffered or alleged to be suffered by anyone. However, this exclusion does not apply to any portion of a <b>claim</b> seeking damages for mental anguish or distress where such damages solely stem from a covered <b>claim</b> for defamation or breach of privacy.
Seizure and confiscation	8. any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority, or any order by such authority to take down, deactivate or block access to <b>your computer system</b> .
War, terrorism and nuclear risks	9. <b>war, terrorism or nuclear risks</b> .
Defamatory statements	10. any statement <b>you</b> knew, or ought reasonably to have known, was defamatory at the time of publication.
Insolvency	11. <b>your</b> insolvency or the insolvency of <b>your</b> suppliers or sub-contractors.
Pre-existing problems	12. anything likely to lead to a <b>claim, loss, breach, privacy investigation, illegal threat</b> or interruption, which you knew or ought reasonably to have known about before <b>we</b> agreed to insure <b>you</b> .
Dishonest and criminal acts	13. any 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 any 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, breach, privacy investigation, illegal threat</b> or interruption to <b>your business</b> .  However, this exclusion will not apply unless: <ol style="list-style-type: none"> <li>a. such conduct, wilful violation of the law or act has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding; or</li> <li>b. such conduct, wilful violation of the law or act 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, wilful violation of the law or act;</li> </ol> at which time <b>you</b> shall reimburse <b>us</b> for all payments made by <b>us</b> in connection with such conduct, wilful violation of the law or act and all of <b>our</b> duties in respect of that entire <b>claim, loss, breach, privacy investigation, illegal threat</b> or interruption shall cease.
Reckless conduct	14. any conduct committed by <b>you</b> in reckless disregard of another person's or business' rights, but not in respect of a covered <b>claim</b> for defamation.  B. <b>We</b> will not make any payment for:
Claims brought by a related party	1. any <b>claim</b> brought by any person or entity 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.  However, this does not apply to a <b>claim</b> based on a liability to an independent third-party directly arising out of <b>your business</b> .
Media liability claims by employees	2. any <b>claim</b> under <b>What is covered, Claims against you</b> , Media liability made by any person or entity that <b>you</b> currently employ or formerly employed, including but not limited to <b>employees</b> , freelancers, and independent contractors.

- Fines, penalties and sanctions 3. criminal, civil or regulatory sanctions, fines, penalties, disgorgement of profits, punitive damages, exemplary damages, treble damages or multiple damages which **you** are legally obliged to pay, including but not limited to those imposed by any national or local governmental body or any licensing organisation.
- However, this does not apply to:
- PCI charges**; or
  - regulatory awards** if insurable in the jurisdiction where such award was first ordered.
- Claims outside the applicable courts 4. any **claim** brought outside the **applicable courts**.
- This applies to proceedings in the **applicable courts** to enforce, or which are based on, a judgment or award from outside the **applicable courts**.
- Credit monitoring costs 5. **credit monitoring costs** unless:
- arising from a **breach** of a **data subject's** National Insurance number, driver's licence number or other government issued identification number that can be used, in combination with other information, to open a new financial account; or
  - you** are required by any law or regulation to provide credit monitoring or credit protection services.
- Non-specific privacy investigations 6. any **privacy investigation** arising from any routine regulatory supervision, enquiry or compliance review, any internal investigation or any investigation into the activities of **your** industry which is not solely related to an alleged breach of privacy by **you**.

## How much we will pay

**We** will pay up to the overall limit of indemnity shown in the schedule for the total of all **claims, losses, breaches, privacy investigations, illegal threats** and interruptions, including all **defence costs, privacy forensic costs, privacy investigation costs** and **credit monitoring costs**, unless limited below or otherwise in the schedule. **You** must pay the relevant **excess** shown in the schedule.

In the event of more than one **claim, loss, breach, privacy investigation, illegal threat** or interruption arising from the same original cause or a single source, **you** will only be liable to pay one **excess**, being the highest applicable **excess** shown on the schedule.

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 ordinarily incurred in the performance of **your business**, 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.

- Cyber business interruption Following a covered interruption, **we** will pay the difference between **your** actual **income** during the **indemnity period** and the **income** it is estimated **you** would have earned during that period or, if this is **your** first trading year, the difference between **your income** during the **indemnity period** and during the period immediately prior to the interruption, less any savings resulting from the reduced costs and expenses **you** pay out of **your income** during the **indemnity period**. **We** will also pay for **increased costs of working**.

**You** must bear the **time excess** in respect of each covered interruption.

## Special limits

- Regulatory awards The most **we** will pay for the total of all **regulatory awards** is the amount shown in the schedule. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.

- PCI charges The most **we** will pay for the total of all **PCI charges** is the amount shown in the schedule. This is included within, and not in addition to, the overall limit of indemnity shown in the schedule.



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## Control of defence

### Defence arrangements

**We** have the right, but not the obligation, to take control of and conduct in **your** name, the investigation, settlement or defence of any **claim** or **privacy investigation**. If **we** think it necessary **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the **claim** or **privacy investigation**. Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence.

**We** will not pay any **defence costs, privacy investigation costs, privacy forensic costs or credit monitoring costs** for any part of any **claim** or **privacy investigation** not covered by this section.

### Paying out the limit of indemnity

At any stage of a **claim, loss, breach, privacy investigation, illegal threat** or interruption, **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay **defence costs, privacy forensic costs, privacy investigation costs** and **credit monitoring costs** already incurred at the date of **our** payment. **We** will then have no further liability for that **claim, loss, breach, privacy investigation, illegal threat** or interruption, including any **defence costs, privacy forensic costs, privacy investigation costs** or **credit monitoring costs**.

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## Your obligations

### If a problem arises

- We** will not make any payment under this section unless **you** notify **us** promptly within the **period of insurance**, or at the latest within 14 days after it expires for any problem **you** first become aware of in the seven days before expiry, of **your** first awareness of:
  - any **claim, loss, breach, privacy investigation, illegal threat** or interruption; or
  - anything which is likely to give rise to a **claim, loss, breach, privacy investigation, illegal threat** or interruption.If **we** accept **your** notification **we** will regard any subsequent **claim, loss, breach, privacy investigation** or interruption as notified to this insurance.
- We** will not make any payment under **What is covered, Your own losses, Cyber extortion** unless **you**:
  - inform, or allow **us** to inform, the appropriate law enforcement authorities where any **illegal threat** was made; and
  - keep **us** fully informed of all developments concerning any **illegal threat** or ransom demand.
- When dealing with any client or third-party, **you** must not admit that **you** are liable for what has happened or make any offer, deal or payment, unless **you** have **our** prior written agreement. If **you** do, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.
- You** must ensure that **our** rights of recovery against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts. If **you** do not, **we** may reduce any payment **we** make under this section by an amount equal to the detriment **we** have suffered as a result.