

Hacker damage

Policy wording

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

Special definitions for this section

Employee

An individual performing employment duties solely on **your** behalf in the ordinary course of **your business activities** and who is subject to **your** sole control and direction and to whom **you** supply the instruments and place of work necessary to perform such **business activities**. **You** and **your** independent contractors will not be treated as **employees** under this section.

Existing subsidiary

Each and every entity identified in your proposal for this policy, but only if:

- a. the **insured** owns more than 50% of the book value of the assets or of the outstanding voting rights as of the first day of the **period of insurance**, and
- b. its annual revenue and business activities are included in your proposal for this policy.

Hacker

Anyone, including an **employee** of **yours**, who specifically and maliciously targets **you** and gains unauthorized access to **your** website, intranet, network, computer system or data **you** hold electronically via the internet or other external electronic link, solely by circumventing electronically the security systems in place to protect against such unauthorized access. A hacker does not include any director or partner of **yours**, or any person who while on **your** premises (other than **your employee**) directly gains unauthorized access to any computer system.

Insured

The entity stated as the "Insured" in the schedule.

Limit of indemnity

The limit of indemnity shown in the schedule.

Loss

Any financial harm caused to your business.

You / your

- 1. The insured or any existing subsidiary;
- directors, officers, board members and senior managers of the insured and existing subsidiaries.

What is covered

Your own losses

If a hacker, during the period of insurance, causes you a loss by:

- a. damaging, destroying, altering, corrupting, or misusing your website, intranet, network, computer system, programs, or data you hold electronically; and/or
- b. copying or stealing any program or data you hold electronically,

we will pay all the reasonable and necessary expenses incurred with **our** prior written consent in replacing or repairing **your** website, intranet, network, computer system, programs, or data **you** hold electronically to the same standard and with the same contents as before it was damaged, destroyed, altered, corrupted, copied, stolen or misused.

In addition, at **your** request **we** will pay for the fees of:

- a. a public relations firm to assist you in re-establishing your business reputation; or
- b. a forensic consultant to establish the identity of the hacker; or
- a security consultant to review your electronic security and the cost of any reasonable security improvements.

Any payment **we** agree to make for these fees will be within and not in addition to the **limit of indemnity** and will not exceed 10% of the amount of each **loss we** have paid and will be subject to a maximum of £25,000 for all losses notified to **us** in the **period of insurance**.



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How much we will pay

We will pay up to the limit of indemnity shown in the schedule.

You must pay the relevant **excess** shown in the schedule and **our** duty to make any payment under this section will only arise after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered part of the **loss**.

Your obligations

If a problem arises

You must notify us of the following promptly and within the period of insurance:

- a. your first awareness of a problem which is likely to give rise to your website, intranet, network, computer system, programs or data you hold electronically being damaged, destroyed, altered, corrupted, copied, stolen or misused;
- b. **your** website, intranet, network, computer system, programs or data **you** hold electronically having been damaged, destroyed, altered, corrupted, copied, stolen or misused.