

# Cyber and data

Insurance product information document



**Company:** Hiscox Underwriting Ltd

**Product:** Cyber and data insurance

Authorised and regulated by the FCA – register number 308922

This document provides a summary of the key information relating to the standard terms and conditions of this cyber and data insurance policy. Complete pre-contractual and contractual information on the product is provided in the full policy documentation and you should also check the schedule for any endorsements that change the scope of cover.

## What is this type of insurance?

This product is designed to meet the needs of customers who wish to cover their own losses following a cyber or data breach.



### What is insured?

#### Your own losses

- ✓ If any unauthorised use, disclosure, loss or theft of personal data occurs, in the course of your business or by one of your suppliers, which compromises the data subject's privacy, poses a risk of financial harm or triggers a notification obligation, we will pay:
  - breach forensic costs.
  - legal fees to manage your response to the breach.
  - costs you incur to notify each affected data subject and any required regulatory body.
  - call centre costs to answer enquiries from affected data subjects.
  - credit monitoring costs.
- ✓ Your loss of income and increased costs of working caused by an interruption to your business due to a third party blocking access to your systems or a hacker, provided they target you alone.
- ✓ We will repair or replace damaged computer systems, programmes or electronic data if a hacker:
  - damages or misuses your computer system; or
  - damages, misuses, copies or steals any programmes or electronic data that is yours or for which you are legally responsible.
- ✓ If you receive a threat to damage your computer system, programmes or electronic data or divulge any electronic information, we will pay any ransom demand received, provided you can show that you agreed to pay the ransom under duress and you had made all reasonable efforts to determine the threat was genuine.

#### Claims against you

- ✓ Claims made or investigations brought against you for breach of any:
  - statutory protection of personal data.
  - duty of confidence.
  - contractual or other duty to maintain the security or confidentiality of personal data.
- ✓ We will pay any covered settlement, judicial, arbitration or regulatory award, PCI charges, privacy forensic costs, privacy investigation costs and defence



### What is not insured?

- ✗ Privacy protection to any individual or entity that you have provided professional advice or services to.
- ✗ Any failure or interruption of service provided by a provider, other than for covered supplier breaches, where you provide such services as part of your business or the hosting of hardware or software you own.
- ✗ Loss, theft or infringement of intellectual property, unless a covered media liability claim.
- ✗ The infringement, use, disclosure or misappropriation of a patent or trade secret.
- ✗ Any hacker that during the period of insurance is a partner, director, trustee, in-house counsel, senior manager or subsidiary of yours.
- ✗ Loss, theft or damage to any tangible property.
- ✗ Death, injury or disease unless for distress directly arising from a covered defamation or breach of privacy claim.
- ✗ Confiscation or destruction of property or deactivation of your computer system by any government authority.
- ✗ War, terrorism or any nuclear reaction or radiation.
- ✗ Any statement you knew or ought to have known was defamatory at the time of publication.
- ✗ Insolvency of you or your suppliers.
- ✗ Any shortcoming you knew or ought to have known about that was not disclosed to us before we agreed to insure you.
- ✗ Any reckless conduct other than covered defamation claims.
- ✗ Media liability claims brought by any employees, freelancers or independent contractors.
- ✗ Fines, sanctions, penalties, disgorgement of profits, multiple damages, other than PCI charges or regulatory awards, if insurable in the jurisdiction where the award was first ordered.
- ✗ Claims brought outside of the countries listed in the schedule under applicable courts.
- ✗ Credit monitoring costs unless arising from a breach of a data subject's government issued identification number or you are legally require to provide such monitoring services.
- ✗ Any privacy investigation arising from any routine regulatory enquiry or an industry-wide investigation.



### Are there any restrictions on cover?

- ! We will not pay any costs we consider are not reasonably and necessarily incurred.

costs.

- ✓ Media liability claims made against you, arising from the content of your email or website, for:
  - infringement of intellectual property rights.
  - defamation.
  - negligent transmission of a virus.

! We will only pay for interruption to your business commencing during the period of insurance and exceeding the period of time stated in the schedule.

! If we establish any fraudulent, dishonest, malicious or criminal conduct was committed or condoned by you or any act you knew or ought to have known would give rise to a claim, loss, breach, privacy investigation, illegal threat or interruption to your business when you performed it, you must reimburse us for all payments made, and we will have no further liability, in connection with such conduct.

! The most we will pay in total for all claims, losses, investigations, illegal threats and interruptions including all costs is the amount shown in the schedule regardless of the number of claims or losses. The amount we pay for regulatory awards and PCI charges is further limited to the amount shown in the schedule.

! We will only cover claims made, losses suffered or losses from dishonesty discovered during the period of insurance.

! We will not cover the amount of the excess or loss incurred during the time excess.

! We will not make any payment if you fail to ensure our rights of recovery are not unduly restricted by your contract.

! Any loss insured elsewhere, except for payments in excess of such other insurance, are not covered.



## Where am I covered?

Please check your policy schedule for the countries listed under applicable courts and geographical limits.



## What are my obligations?

- You must ensure that you disclose all facts and matters which might be relevant and that all information provided to us is true, accurate and complete.
- You must let us know if the information provided changes.
- You must take reasonable care to minimise any loss, damage or liability.
- You must tell us promptly about any claim, loss, breach, privacy investigation, illegal threat, interruption or anything which is likely to give rise to a claim under this section.
- You must inform the appropriate law enforcement authorities where any illegal threat was made and inform us of all developments concerning illegal threats and ransom demands.
- You must not admit you are liable, make any offer of settlement or disclose the amount of cover available to any third party unless you have our prior written consent.



## When and how do I pay?

Please check your policy schedule for payment method.



## When does the cover start and end?

Please check your policy schedule for your cover start and end dates.



## How do I cancel the contract?

By giving 30 days' notice in writing. We will return a pro-rata proportion of your premium unless the amount is below any minimum payment stipulated in the general terms and conditions of your policy wording. We will never charge you a fee for cancelling your insurance.

## How to make a claim

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If you suffer a loss and may need to make a claim you should contact us as soon as possible.

For all claims you will need to provide your Hiscox policy number and full details of the claim, including the date, amount claimed and circumstances.

## Complaints procedure

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If you have a complaint, you can contact us using the details below and we will ensure your complaint is directed to the relevant provider's complaints handling department.

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

By phone: +44 (0)800 116 4627

By phone from mobiles or abroad: +44 (0)1904 681198

By email: [customer.relations@hiscox.com](mailto:customer.relations@hiscox.com)

If you remain dissatisfied after the internal dispute resolution process, you may have the right to refer your complaint to the Financial Services and Pensions Ombudsman.

The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolve complaints with pensions providers and regulated financial services providers.

Contact details:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin  
DO2 VH29

Phone: +353 1 567 7000

Email: [info@fspoi.ie](mailto:info@fspoi.ie)

Web: [www.fspoi.ie](http://www.fspoi.ie)

If you have purchased your policy online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>.

## General information

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Hiscox Underwriting Ltd (the intermediary) underwrites policies on behalf of Hiscox Insurance Company Limited (an insurer), Hiscox S.A. (an insurer), certain underwriters at Lloyd's (managed by Hiscox Syndicates Limited) and third-party insurers. The insurer(s) for your policy will be detailed in your policy schedule.

This insurance is governed by the laws of the country stated in the general terms and conditions. Any dispute arising out of or relating to this insurance, including over its construction and validity will be referred to a single arbitrator in accordance with the general terms and conditions and the Arbitration Act then in force in the country stated.

We are covered by the Financial Services Compensation Scheme (FSCS). If we cannot meet our obligations you may be entitled to compensation from the scheme. Full details are available at [www.fscs.org.uk](http://www.fscs.org.uk).

## Our services

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This is a statement of the terms of business on which we agree to act and contains details of our regulatory and statutory responsibilities under the supervision of the Financial Conduct Authority. If you have any questions, please advise your usual contact in the first instance who will be pleased to assist you.

### About us

Hiscox Underwriting Ltd, is authorised and regulated by the Financial Conduct Authority in England and is regulated by the Central Bank of Ireland for conduct of business rules. Hiscox Underwriting Ltd is subject to the Consumer Protection Code 2012 which offers protection to consumers, details of this code can be found on the Central Bank of Ireland's website.

Hiscox Underwriting Ltd is registered in England no. 02372789, at 1 Great St Helen's, London EC3A 6HX. Our FS Register number for the Financial Conduct Authority is 308922. You can check this on the FS's Register by visiting website <https://register.fca.org.uk/>. The FCA is the independent watchdog that regulates financial services in the UK.

We are permitted to arrange contracts of insurance.

Hiscox Ltd indirectly owns 100% of Hiscox Underwriting Ltd and Hiscox Insurance Company Limited.

### Our relationship with you

We only offer Hiscox insurance products. These are underwritten by Hiscox Underwriting Ltd (the intermediary) on behalf of Hiscox Insurance Company Limited, Hiscox S.A., certain underwriters at Lloyd's (managed by Hiscox Syndicates Limited) and partner insurers for certain parts of the cover (these will be set out in the policy schedule). We act as agent for the insurers in undertaking certain responsibilities and therefore will not be acting as an independent insurance intermediary.

Hiscox Underwriting Ltd receives commission for this from Hiscox Insurance Company Limited and Hiscox S.A. If you purchase a policy that is serviced or underwritten by a third party, we will set the price you pay for this policy which will be made up of the base cost from the supplier along with an element of profit and administration costs. In addition to this we may receive a profit share from the third party. We do not charge a separate fee for arranging the insurance. If you would like further details of the commission arrangement on this policy please contact us.

At your request we will endeavour to arrange cover based on the information you have provided. While we will provide you with information on the cover offered, you will not receive advice or a recommendation from us. Any quote documentation we provide to you is based on the information you provide us. You should check to confirm this is correct and advise us of any changes required.

You will be required to make premium payments in accordance with the terms of the policy. Failure to pay any amounts due may result in the insurer cancelling coverage in line with the terms and conditions of the policy.

### **Using your personal information**

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning 01904 681198 or by emailing us at [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com).

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our privacy policy at [www.hiscox.co.uk/cookies-privacy](http://www.hiscox.co.uk/cookies-privacy).

This important information document is effective from September 2018.

19317 - Regulatory IPID information – Ireland.