

## Cyber and Data Security

This section provides indemnity for claims arising out of any actual or alleged cyber risk as a result of a breach of network security or breach of privacy, or media claims.

### Automatic Extensions of cover include:

- ✓ **Cyber, Data Security and Multimedia** provides indemnity for (i) any claim arising out of any actual or alleged cyber risk; (ii) any media claim; and (iii) and defence costs first made against you during the period of insurance of which you first become aware during the period of insurance.
- ✓ **Financial Transfer Indemnification** provides indemnity for theft of your money or property directly caused by a breach of network security.
- ✓ **Loss of or Damage to Documents**, subject to certain conditions, provides indemnity for costs and expenses reasonably incurred in replacing or restoring documents you discover during the period of insurance to be lost, damaged or destroyed as a result of a breach of privacy and which, after diligent search, cannot be found.
- ✓ **Withdrawal of Content**, subject to certain conditions, and where our prior approval has been obtained, provides indemnity for all costs and expenses which you shall become legally liable to pay for and as a result of the withdrawal or alteration of any media content by order of a court as a result of or in mitigation of a media claim, but only to the extent that such costs and expenses cannot be avoided or curtailed.
- ✓ **Voice / Telephony** provides indemnity for your financial loss as a direct result of you or any service provider failing to protect against a breach of network security which results in your telephone systems incurring unintended or unauthorised call charges or bandwidth charges during the period of insurance.
- ✓ **Data Breach Notification Costs**, where our prior written consent has been obtained, provides indemnity for legal expenses and data breach notification costs arising out of an actual or suspected cyber risk of which you first become aware during the period of insurance.
- ✓ **Information and Communication Asset Rectification Costs** provides indemnity for costs and expenses incurred in repairing, replacing or restoring electronic data and affected hardware discovered by you to be lost, damaged or destroyed.
- ✓ **Regulatory Defence and Penalty Costs**, to the extent insurable by law, and where our prior written consent has been obtained, provides indemnity for those amounts which you are legally obliged to pay as a result of a breach of data protection law directly arising from a breach of privacy of which you become aware during the period of insurance for any legal and investigation costs, as a result of a civil regulatory action, regulatory compensation award, civil penalty or fines imposed by a data protection regulator against you.
- ✓ **Public Relations Costs**, where our prior written consent has been obtained, provides indemnity for a cyber and data security representative to avert or mitigate any significant damage to any of your brands and business operations resulting from a cyber risk of which you first become aware during the period of insurance.
- ✓ **Forensic Costs**, where our prior written consent has been obtained, provides indemnity for certain forensic costs incurred by the cyber and data security representative as a result of a cyber risk or cyber extortion threat of which you first become aware during the period of insurance.
- ✓ **Credit Monitoring Costs**, where our prior written consent has been obtained, provides indemnity for the cost of offering credit monitoring or identity theft services you incur for a maximum period of twelve (12) months to those affected by a breach of privacy of which you first become aware during the period of insurance.
- ✓ **Cyber Extortion**, to the extent insurable by law, and subject to providing certain information to our satisfaction, provides indemnity for cyber extortion expenses arising from a cyber extortion threat during the period of insurance.
- ✓ **PCI DSS Costs**, where our prior written consent has been obtained, and to the extent insurable by law, provides indemnity for certain costs you incur for a claim and defence costs first made against you by a Payment Card Entity, or a party to whom you are liable for the claim arising from a breach of privacy during the period of insurance.

### Optional Extensions (selected where shown on the quote) include:

**Cyber Business Interruption** provides indemnity for loss of business income incurred by you during the period of reinstatement as a result of a failure by you or the service provider to protect against a breach of network security. We will not provide an indemnity for any losses incurred during the waiting period commencing when the total or partial interruption, material degradation in service, or failure of computer systems began.

**Social Engineering Fraud** provides indemnity for the theft of your money, property, products, goods, services or other financial benefit, where such theft is as a direct result of a social engineering fraud communication during the period of insurance designed to impersonate your partners and/or directors, officers or employees, or those of any of your suppliers or any third parties.

## Exclusions or Limitations include:

The policy document contains a number of exclusions and limitations. The more significant exclusions applying that will bar any payment are listed below:

- ☒ Costs in repairing, replacing or restoring your computer system to a level beyond that which existed prior to any claim or loss.
- ☒ Bodily injury or physical loss, destruction or damage of tangible property.
- ☒ Breach of taxation, competition, restraint of trade, anti-trust or unsolicited communications legislation or regulation.
- ☒ Claims brought directly or indirectly by or on behalf of any insured or the insured's parent or subsidiary or any entity in which the insured or the insured's director(s) or officer(s), partner or member has an executive interest or responsibility or has a shareholding or other financial interest representing more than 15% of the issued share capital.
- ☒ Dishonest or fraudulent acts or omissions of the insured or any deliberate or reckless breach by the insured of any law or regulation.
- ☒ Liability arising under a contract except to the extent that such liability would have attached in the absence of such contract provided that this exclusion shall not apply in respect of PCI DSS.
- ☒ Claims occurring prior to the retroactive date or notified to any other insurer(s) covering the same subject matter as the policy for a preceding period of insurance or known to you prior to inception of this policy.
- ☒ False advertising or deceptive trade practices arising from media content.
- ☒ Fines, penalties, liquidated damages or contractual penalties other than those covered under Regulatory Defence and Penalty Costs or PCI DSS costs, or punitive, multiple or exemplary damages.
- ☒ Franchise or franchisee of the insured unless noted in the schedule.
- ☒ Use or provision of any gaming, gambling or lottery.
- ☒ Any government, regulatory, licensing or commission action or investigation.
- ☒ Inaccurate, inadequate or incomplete description or pricing of goods, products or services.
- ☒ Insolvency event.
- ☒ Liability arising out of employment.
- ☒ Personal liability incurred by you in the role of director or officer.
- ☒ Physical cause or natural peril.
- ☒ Any North American jurisdiction, unless jurisdiction is stated in the schedule to be worldwide.
- ☒ Nuclear risks and ionising radiation.
- ☒ Ordinary salary costs incurring within your normal working hours.
- ☒ Infringement of any patent or unauthorised use of trade secrets.
- ☒ Insured acting as a trustee, fiduciary or administrator of your own pension, profit sharing or employee benefits programme.
- ☒ Claims directly or indirectly caused by pollution, contaminating substances, asbestos or electronic fields.
- ☒ Goods or products sold, supplied, repaired, altered, treated, manufactured, installed or maintained by you or on your behalf.
- ☒ Claims or losses arising out of or in connection with any act, error or omission, or any breach of contract in rendering or failure to render professional services.
- ☒ Return of fees or commissions.
- ☒ Claims or benefits hereunder that would expose QBE to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.
- ☒ Claims or losses sustained by you or a third party by the transfer of money or securities.
- ☒ Your trading losses and liabilities.
- ☒ Use by You of software in breach of any intellectual property rights of another party.
- ☒ Claims or losses caused by a cyber risk to software which is no longer supported by the producer of the software or/and where security updates are no longer being provided.
- ☒ Failure of an internet, telecommunications or electricity provider or other utility provider.
- ☒ Bodily injury, damage, claims, losses, liability expenses, costs or defence costs of whatever nature caused by terrorism: and;
- ☒ Any loss, damage, liability, cost or expense of any kind resulting: directly or indirectly from war; from a cyber operation that is carried out as part of a war; or from a cyber operation that causes a sovereign state to become an impacted state.

## Ready to get a quote?

Call us on 0117 9300 100

Send an email to [info@ssr.co.uk](mailto:info@ssr.co.uk)