

KINGSBRIDGE CYBER LIABILITY POLICY WORDING

Effected through Kingsbridge Contractor Insurance **a division of Kingsbridge Risk Solutions Limited**

Underwritten by QBE UK Limited whose head office and registered address is: Plantation Place, 30 Fenchurch Street, London, EC3M 3BD, tel: 020 7105 4000 fax: 020 7105 4019.
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Thank you for choosing QBE as your insurer

1. HOW YOUR POLICY WORKS

1.1 LEGAL AGREEMENT

This **Policy** sets out the terms and conditions applying to the contract between **You** (the **Insured**) and **QBE** (the **Insurer**). The **Policy** is made up of this document, the **Schedule**, any replacement **Schedules** and any attached endorsements. These **Documents** together form the **Policy** and set out the scope of this insurance.

1.2 WORDS IN BOLD

Other than in the headings, words in bold carry specific meanings which are set out in the General definitions and interpretation **Section**.

1.3 POLICY STRUCTURE

Each **Section** sets out the extent of cover, how the **Insurer's** liability to the **Insured** may be limited or excluded and other relevant terms and conditions applicable to that **Section**.

Cover is provided only if the applicable **Section** is stated to be **Insured** in the **Schedule** and is subject to the terms, conditions, limitations and exclusions of the **Policy**.

Certain terms apply to the whole **Policy** and they are set out in:

- 1.3.1 General exclusions;
- 1.3.2 How to **Claim**;
- 1.3.3 General terms and conditions;
- 1.3.4 General definitions and interpretation; and
- 1.3.5 Complaints.

Sums Insured, Limits of Indemnity and **Sub-limits** are set out in the **Schedule** and operate in accordance with the General terms and conditions.

1.4 YOUR DUTY OF FAIR PRESENTATION

You must make a fair presentation of **Your** risk in proposing for, or proposing to vary, this insurance, having conducted a reasonable search of information available to **You**, including information held by third parties. **You** should obtain advice from **Your** broker or other suitably qualified persons as to the requirements of a fair presentation.

It is important that **Your** disclosure is substantially correct and presented to us in a clear and accessible manner.

Incomplete, incorrect or false information may result in any **Claim** being rejected, the amount **You** receive being reduced or the whole **Policy** being avoided.

1.5 MATERIAL CHANGES DURING THE POLICY PERIOD

- 1.5.1 **You** must notify the **Insurer** within thirty (30) days of any material change to the **Insured**, its **Business Services** or the risks **Insured** if indemnity under this insurance is sought in relation to any such change.
- 1.5.2 The **Insurer** shall not indemnify the **Insured** for any liability arising out of a material change for which indemnity would otherwise have been available under this insurance unless the **Insurer** has provided valid confirmation of cover, whether by an express term of this **Policy**, endorsement, written confirmation or otherwise.

1.6 PREMIUM PAYMENT

The **Insured** is liable to pay the premium as set out in the **Schedule**. If the **Insured** does not pay any premium or premium instalment (including any applicable taxes/levies) to the **Insurer** or broker on or before the relevant payment date in the **Schedule**, the **Insurer** may give written notice to cancel the **Policy** ten (10) days after the notice is posted to the **Insured's** address in the **Schedule**. This will have the effect of cancelling all cover from the inception of the **Policy**. However, if the **Insurer** or broker receives the full payment due before the ten (10) days have elapsed, the **Policy** will continue in force.

1.7 HOW TO CLAIM

You must follow the provisions set out in the How to **Claim Section** which explain the process and **Your** responsibilities.

1.8 APPLICABLE LAW

Unless agreed otherwise, the law applying to this **policy** is the law of that part of the **United Kingdom** where the head office of the **insured** is located on the date cover commences.

If the head office of the **insured** is located elsewhere, then unless agreed otherwise, the law applying to this **policy** is the law of England and Wales.

Any legal proceedings between the **insured** and the **insurer** in connection with this **policy** will take place in the same courts as described above and they are subject to the exclusive jurisdiction of that court.

1.9 HOW TO COMPLAIN

Please refer to the Complaints **section**.

1.10 YOUR RIGHTS - INCLUDING 'COOLING OFF' PERIOD

You may cancel this **policy** in the first year of insurance during the fourteen (14) days from the start of the **period of insurance** by giving notice in writing to **your** insurance adviser at the address shown in their correspondence or to QBE Insurance (Europe) Ltd. This right does not apply at the first or any subsequent renewal of the **policy**. Provided that there have been:

- 1.10.1 no **claims** made under the **policy** for which the **insurer** has made a payment;
- 1.10.2 no **claims** made under the **policy** which are still under consideration;
- 1.10.3 no incident likely to give rise to a **claim** but is yet to be reported to the **insurer**;

during this fourteen (14) day period the **insurer** will give a refund for the proportionate part of the premium paid in respect of the unexpired term of this **policy**.

If a **claim** has been submitted or there has been any incident likely to give rise to a **claim** during the current **period of insurance** no refund for the unexpired portion of the premium will be given.

1.11 SIGNATURE

In evidence of the **insurer's** intention to be bound by this **policy**, it prints the signature of its Chief Executive Officer.



KINGSBRIDGE
CONTRACTOR INSURANCE

2. SECTION – CYBER, DATA SECURITY & MULTIMEDIA

2.1 CYBER, DATA SECURITY AND MULTIMEDIA INSURING CLAUSE

The **insurer** will indemnify the **insured** in accordance with the terms of this **section** including any applicable sub-limit for any **claim** during the **period of insurance** which arises out of any actual or alleged **insured event** of which the **insured** first becomes aware during the **period of insurance**.

2.2 CYBER, DATA SECURITY AND MULTIMEDIA - COSTS AND EXPENSES

2.2.1 Court attendance compensation

The **insurer** will pay compensation to the **insured** if the legal advisers acting on behalf of the **insured** require any **insured**, any **employee** or any other relevant party (not including expert witnesses), to attend court or any arbitration or adjudication hearing as a witness of fact in connection with a **claim** made for which cover is afforded under this **section** at the rates for each day or part thereof on which attendance is required as specified in the **defence costs** definition.

2.2.2 Defence costs

2.2.2.1 Following any event which is or may be the subject of **indemnity** under this **section** the **insurer** will indemnify the **insured** for **defence costs**;

2.2.2.2 Where the **schedule** states that **defence costs** are payable in addition to the **limit of indemnity** the **insurer** will indemnify the **insured** for **defence costs**, provided that if the **limit of indemnity** is exhausted by the payment or settlement of any **claim** or loss the **insurer's** liability to pay **defence costs** in respect of that **claim** or loss shall be limited to such proportion of those **defence costs** as the **limit of indemnity** available for payment or settlement of that **claim** or loss bears to the total payment (including where applicable **claimants'** costs) required to dispose of that **claim** or loss.

2.3 CYBER, DATA SECURITY AND MULTIMEDIA EXTENSIONS

The **insurer** will indemnify the **insured** in respect of the following:

2.3.1 Acquisitions and creations

2.3.1.1 Where the **insured** creates or acquires any company subsequent to inception of the **period of insurance** and the declared turnover relating to all such created or acquired companies does not exceed ten percent (10%) of the declared turnover of the companies covered under this **section** at inception (less the turnover for any company which ceases to be an **insured**, by reason of sale or otherwise, during the **period of insurance**), then this **section** shall include as an **insured** any such company created or acquired automatically from the date of creation or acquisition without additional premium provided that:

2.3.1.1.1 the **business services** carried out by such company are similar to that of the **insured**; and

2.3.1.1.2 prior to the acquisition the acquired company did not pay or reserve any **claims** in the five years prior to the acquisition of a kind which would fall within the scope of cover provided by this **section** where the total paid or reserved amount was greater than the **excess** that would have applied under this **section**;

2.3.1.1.3 the **retroactive date** applicable to the **business services** of the new company is deemed to be the date of acquisition;

2.3.1.1.4 the **insured**:

2.3.1.1.4.1 controls the composition of the board of directors; or

2.3.1.1.4.2 controls more than half the voting power at a general meeting of shareholders; or

2.3.1.1.4.3 holds more than half of the issued share capital (regardless of class of share); and

2.3.1.1.4.4 such company is not, and does not own or control, an incorporated entity in a different country to the **insured**.

2.3.1.2 Where the **insured** creates or acquires a company or companies subsequent to inception and the turnover relating to all such created or acquired companies exceeds ten percent (10%) of the declared turnover of the companies covered under this **section** at inception (less the declared turnover for any company which ceases to be an **insured** by reason of sale or otherwise, during the **period of insurance**), then this **section** shall include as an **insured** any such company created or acquired automatically from the date of creation or acquisition provided that:

- 2.3.1.2.1 the terms stated in Acquisitions and creations a) (i) to (v) above also apply to such created or acquired companies;
- 2.3.1.2.2 the **insured** notifies the **insurer** as soon as is reasonably practicable of the creation or acquisition;
- 2.3.1.2.3 the **insured** accepts the revised premium and terms applying to each and every such creation or acquisition; and
- 2.3.1.2.4 all insurance in respect of such creation or acquisition will terminate thirty (30) days following creation or acquisition if terms cannot be agreed between the **insured** and the **insurer**.

2.3.2 DISHONESTY OF EMPLOYEES

The **insurer** will indemnify the **insured** against all sums which the **insured** becomes legally liable to pay as a result of any **claim** during the **period of insurance** when alleged as part of a **claim** covered by this **section** and which arises directly or indirectly from any dishonest, fraudulent, malicious or criminal act or omission of any of the **insured's employees** but this **policy** excludes any **indemnity** to the said **employee**.

2.3.3 FINANCIAL TRANSFER INDEMNIFICATION

The **insurer** will indemnify the **insured** during the **period of insurance** against the loss of the **insured's** money, property, products, goods, services or other financial benefit, as a direct result of the **insured** or any **service provider** failing to protect against unauthorised access to or transmission of any **computer malware, virus or similar mechanism to information and communication assets** during the **period of insurance**.

2.3.4 LOSS OF OR DAMAGE TO DOCUMENTS

The **insurer** will indemnify the **insured** for costs and expenses reasonably incurred in replacing or restoring **documents** discovered by the **insured** to be lost, damaged or destroyed and, after diligent search, cannot be found provided that:

- 2.3.4.1 the loss, damage or destruction was a result of an **insured event**;
- 2.3.4.2 the discovery of such loss, damage or destruction of **documents** occurred during the **period of insurance** and is notified to the **insurer** in accordance with the terms of this **policy**; and
- 2.3.4.3 such coverage shall be limited to the costs, charges and expenses of whatsoever nature incurred by the **insured** in replacing and/or restoring such **documents** and any **claim** for such costs, charges and expenses shall be supported by bills and/or accounts which shall be subject to prior written approval by a competent person nominated by the **insurer** with the consent of the **insured**; and
- 2.3.4.4 such coverage shall be limited to the loss of any **documents** which were in the physical custody or control of the **insured** or any other person to whom the **insured** entrusted, lodged or deposited such **documents** in the ordinary course of the **business services**.

2.3.5 WITHDRAWAL OF CONTENT

The **insurer** will indemnify the **insured** against all costs and expenses, which the **insured** shall become legally liable to pay for and as a result of the withdrawal or alteration of any **matter** by order of a court as a result of or in mitigation of a **claim** covered by this **section** including as a result of a complaint made to the Advertising Standards Authority (ASA), the Office of Communications (Ofcom), Trading Standards Officers or

any other official regulatory or self- regulatory body within the **territorial limit**, but only to the extent that such costs and expenses cannot be avoided or curtailed and providing that the **insured** in the first instance:

- 2.3.5.1 obtains the approval of the **insurer** before incurring any costs or expenses; and
- 2.3.5.2 satisfies the **insurer** that such **matter** would, if not rectified, result in damages equal to or in **excess** of the proposed indemnified costs and expenses; and
- 2.3.5.3 satisfies the **insurer** that the costs and expenses incurred are necessary to successfully avoid a **claim**.

Except that the **insurer** will not indemnify the **insured** for any:

- 2.3.5.3.1 payment recovered by the **insured** from others; or
- 2.3.5.3.2 element of profit or savings for the **insured** in any payment or fees; or
- 2.3.5.3.3 salaries, wages, overhead or any expenses of or associated with the **insured** incurred for the withdrawal of the content.

3. SECTION – INFORMATION & COMMUNICATION ASSET RECTIFICATION COSTS

3.1 INFORMATION AND COMMUNICATION ASSET RECTIFICATION COSTS

The **insurer** agrees that following an **insured** event of which the **insured** first becomes **aware** during the **period of insurance**, and in either case **information and communication assets** were damaged, destroyed, altered, corrupted, copied, stolen or misused by a **hacker**, then the **insurer** will pay the costs to repair, restore or replace the affected parts of the **information and communication assets** to the same equivalent standard, condition, functionality, level of service and/or with the same content or as near as reasonably practicable as immediately before the **information and communication assets** were damaged, destroyed, altered, corrupted, copied, stolen or misused by a **hacker**.

4. SECTION – REGULATORY DEFENCE & PENALTY COSTS

4.1 REGULATORY DEFENCE AND PENALTY COSTS

To the extent this Regulatory Defence and penalty costs **section** applies the Fines and contractual penalties exclusion shall not apply.

The **insurer** agrees that following an **insured** event of which the **insured** first becomes **aware** during the **period of insurance**, to the extent insurable by law, the **insurer** shall pay on behalf of the **insured** those amounts which the **insured** is legally obliged to pay as a result of the **insured** event, including any legal and investigation costs, as a result of a civil regulatory action, **regulatory compensatory award**, civil penalty or fines imposed by a government or public authority regulator against the **insured**.

5. SECTION – FORENSICS COSTS

5.1. FORENSICS COSTS

5.1.1 Forensic costs

The **insurer** agrees that following an **insured event** or a **cyber extortion threat** of which the **insured** first becomes aware during the **period of insurance** the **insurer** will, where required, pay all reasonable costs the **insured** incurs with the **insurer's** prior written consent for:

- 5.1.1.1 forensic consultant to establish the identity or methods of the **hacker**; and
- 5.1.1.2 security specialist to assess the **insured's** electronic security and the costs of reasonable security improvement; and
- 5.1.1.3 the temporary storage of the **insured's electronic data** at a third-party host location, if it is viewed that the **insured's information and communication assets** remain vulnerable to damage, destruction, alteration, corruption, copying, stealing or misuse by a **hacker**; and
- 5.1.1.4 related legal advice.

The forensic consultant, security specialist or data storage facility shall be chosen by the **insurer** who shall take into account the nature of any reasonable request by the **insured** to consider a different forensic consultant security specialist or data storage facility.

6. SECTION – CYBER BUSINESS INTERRUPTION

6.1 CYBER BUSINESS INTERRUPTION

6.1.1 Cyber business interruption

To the extent that this Cyber business interruption **section** applies, the Trading loss and liabilities exclusion applying to this **section** will not apply.

The **insurer** will indemnify the **insured** for loss of **business income** incurred by the **insured** during the **period of reinstatement** directly as a result of the total or partial interruption, material degradation in service, or failure of **information and communication assets** caused by the failure by the **insured** or a **service provider** to protect against unauthorised access to, unauthorised use of, a **denial of service attack** against, or transmission of a **computer malware, virus or similar mechanism** to, **information and communication assets**.

6.1.2 The **insurer** will not provide an **indemnity** for any losses incurred during the time **excess** period, being the number of hours specified in the **schedule** commencing from either:

6.1.2.1 when the total or partial interruption, material degradation in service, or failure of

6.1.2.2 **information and communication assets** began; or

6.1.2.3 the moment the **insured's business income** loss began; whichever is the later.

6.1.3 **The insurer's liability will not exceed the lesser of:**

6.1.3.1 the amount of **business income** the **insured** would have earned during the **period of reinstatement** but for the total or partial interruption, material degradation in service, or failure of **information and communication assets**; or

6.1.3.2 the **limit of indemnity** specified in the **schedule**.

6.1.4 Measure of indemnity

The calculation of the **insured's** loss of **business income** shall be based on an analysis of the revenues and costs generated during each of the twelve months prior to the loss occurring (as recorded in the **insured's** accounts) and will also take into account a projection of future profitability as close as practical had no loss occurred.

Requests made by the **insured** for **indemnity** by the **insurer** shall be accompanied by a computation of the loss of **business income**. This shall set out in detail how the loss of **business income** has been calculated and what assumptions have been made. The **insured** shall produce any documentary evidence which the **insurer** may require, and the **insured** shall provide every assistance to the **insurer** in its investigations.

6.1.4 Professional accountants

Any particulars or details contained in the **insured's** books of account or other **documents** which may be required by the **insurer** under the How to claim **section** for the purpose of investigating or verifying any **claim** made under this Cyber business interruption **section** may be produced by professional accountants if at the time they are regularly acting as such for the **insured** and their report will be the basis for evidence of the particulars and details to which such report relates, unless any such contradictory **circumstance** or evidence is apparent in which case the onus to prove the loss shall be upon the **insured**.

The **insurer** will indemnify the **insured** for the reasonable charges payable by the **insured** to their professional accountants for producing such particulars or details or any other proofs, information or evidence as may be required by the **insurer** under How to **claim section** and reporting that such particulars or details are in accordance with the **insured's** books of account or other **documents**.

7. SECTION – CYBER EXTORTION

7.1 CYBER EXTORTION

The **insurer** will indemnify the **insured** for cyber extortion **expenses** arising from a **cyber extortion threat** during the **period of insurance** provided that:

- 7.1.1 the **insured** can demonstrate to the **insurer** that the **insured** has taken all reasonable efforts to determine that the **cyber extortion threat** is genuine and not a hoax;
- 7.1.2 if a **ransom** is demanded by a **hacker** that at least one director of the **insured** has agreed to the payment of the **ransom**;
- 7.1.3 the **insurer** has provided consent to the payment of the **ransom**; and
- 7.1.4 the **insurer's** maximum liability will not exceed the **limit of indemnity** stated in the **schedule** inclusive of costs covered under this Cyber extortion **section**.

8. GENERAL EXCLUSIONS

This **policy** excludes the following, except to the extent that it is stated expressly that an exclusion will not apply.

8.1 ASSOCIATED COMPANY

Any **claim** brought directly or indirectly by or on behalf of:

- 8.1.1 any **insured** or any parent or subsidiary (as defined in the Companies Act 2006) of the
- 8.1.2 **insured**; or
- 8.1.3 any firm, partnership or entity in which the **insured** or any director or partner of the **insured**
- 8.1.4 has a financial or executive interest or responsibility; or
- 8.1.5 any person who, at the time of the **circumstance**, is a family member of any **insured** (family member means any spouse, domestic partner, parent, parent of a spouse or domestic partner, sibling or child), unless such a person is acting wholly independently without any prior or indirect solicitation or co-operation of the **insured**;

provided that this exclusion shall not apply to such **claims** originating from an independent third party. Except for the **insured**, the **insurer** will not indemnify any of the aforesaid entities or persons in respect of any liability, loss or **defence costs**.

8.2 BETTERMENT

Any costs in repairing, replacing or restoring **information and communication assets** to a level beyond that which existed prior to any **claim** or loss.

8.3 BODILY INJURY OR PROPERTY DAMAGE

Any **claim** in any way involving:

- 8.3.1 **bodily injury** unless arising directly from any **claim** seeking compensatory damages for mental anguish or distress where such damages arise from **claims** covered under this **policy**;
- 8.3.2 **property damage** except for cover provided by the Information and communication asset rectification costs **section** or the Loss of or damage to **documents** extension.

8.4 CONTRACTUAL LIABILITY

- 8.4.1 Liability arising under a contract except to the extent that such liability would have attached in the absence of such contract, unless express provision for contractual liability is included in the cover provided by the **sections**.

8.5 DELIBERATE ACTS

- 8.5.1 Any **bodily injury**, damage, **claim**, loss, liability, expenses, costs, **defence costs** or any other sums whatsoever deliberately caused by or on behalf of the **insured** or any **insured** person.
- 8.5.2 This exclusion does not apply to damage resulting from the use of reasonable force to protect persons or property against a peril not excluded by this **policy**.
- 8.5.3 This exclusion does not apply to the extent of the cover provided by Dishonesty of employees extension in respect of acts of dishonesty of **employees**.

8.6 DELIBERATE OR RECKLESS ACTS OF DEFAMATION

Any defamatory statement that was made deliberately or recklessly by the **insured**, not including amendments made to **matter** by a **hacker**.

8.7 DISHONESTY

Dishonest, fraudulent, criminal or reckless acts of any past or present:

- 8.7.1 principal;
- 8.7.2 partner;
- 8.7.3 director;
- 8.7.4 officer or;
- 8.7.5 trustee;

of the **insured**.

8.8 EXCESS

- 8.8.1 The amount of the **excess** as stated in the **schedule**.
- 8.8.2 If the **excess** is stated as a temporal period then the amount so deducted shall represent the monetary amount lost in relation to the first period stated in the **schedule**, commencing from the time the **insured** begins to incur the **insured** loss to which the **excess** applies.
- 8.8.3 The **excess** applies in respect of any one **claim**, **circumstance** or any one occurrence (as stated in the **schedule**), potential **claim** or potential occurrence, including **defence costs** (but not adjusters' fees), as ascertained after the application of all other terms and conditions of this **policy**.
- 8.8.4 Where, in respect of any one **section** of the **policy**, more than one **excess** could be applied to a **claim**, **circumstance**, occurrence or other **matter** notified to the **insurer**, only one **excess**, the highest **excess**, will be applied.

8.9 EXISTING CLAIMS AND CIRCUMSTANCES

- 8.9.1 Any **claim** made against the **insured** or which the **insured** made under another contract of insurance prior to the **period of insurance**; or
- 8.9.2 **circumstances** notified to any previous **insurer** (including the **insurer** in respect of any previous **period of insurance**), or **circumstances** known, or which ought reasonably to have been known, by the **insured** prior to the **period of insurance**.

8.10 FINANCIAL SERVICES

Any Regulated Activities as defined in the Financial Services and Markets Act 2000 and associated, amending and successor legislation or the equivalent in another jurisdiction or any insurance mediation activities required to be authorised and regulated by the Financial Conduct Authority or Prudential Regulatory Authority or any of their predecessors or successors in any applicable equivalent territory.

8.11 FINES AND CONTRACTUAL PENALTIES

- 8.11.1 Any fines, penalties, liquidated damages or contractual penalties other than those that are covered under the Regulatory defence and penalty costs **section**; or

8.11.2 any punitive, multiple or exemplary damages where such have been identified separately within any award of any court or tribunal or reflected in any settlement.

8.12 GAMING, GAMBLING OR LOTTERIES

The use or provision of any gaming, gambling or lottery except when such services are included and explicitly identified as such in **business services**.

8.13 GOVERNMENT INTERVENTION

Confiscation, commandeering, requisition, destruction of or damage to **information and communication assets** including by a government or public authority.

8.14 INACCURATE PRICING

Inaccurate, inadequate or incomplete description of the price of goods, products or services but not excluding amendments made by a **hacker**.

8.15 INSOLVENCY OF THE INSURED

Any **claim** relating directly or indirectly to an **insolvency event**

8.16 LEGAL ADVICE

Any **claim** relating to any failure of the **insured** to adhere to legal advice with regard to clearances or dissemination of **matter**.

8.17 LEGISLATION OR REGULATION

The **insured's** breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation including but not limited to:

- 8.17.1 the Employment Retirement Income Security Act 1974 and any amendment thereto, or any rules or regulations promulgated thereunder; or
- 8.17.2 any actual or alleged violations of the Racketeer Influenced and Corrupt Organizations Act 18 USC Sections 1961 et seq and any amendments thereto, or any rules or regulations promulgated thereunder; or
- 8.17.3 any actual or alleged violation of any of the provisions of the Securities Act of 1933, the Securities Exchange Act 1934 or any similar Federal or State law or any common law relating thereto; or
- 8.17.4 any actual or alleged violation of the Controlling the Assault of Non-Solicited Pornography and Marketing Act 2003 (CAN-SPAM Act).

8.18 LIABILITY ARISING OUT OF EMPLOYMENT

The liability to any **employee**, former **employee** or prospective **employee** in respect of any obligation owed to the **employee**, former **employee** or prospective **employee** by the **insured** as an employer including but not limited to employment related libel, slander, humiliation or defamation, unfair or wrongful dismissal, repudiation or breach of any employment contract or arrangement, termination of a training contract or contract of apprenticeship, harassment, discrimination or like conduct.

However this exclusion will not apply to the extent that the **insured** would be liable to such **employees** other than in their capacity as **employees** in respect of **claims** covered by Cyber, data security and multimedia **section**;

8.19 LOSS OF GOODWILL

Loss of goodwill and reputational harm.

8.20 MANAGEMENT LIABILITY

Any personal liability incurred by a director or officer of the **insured** when:

- 8.20.1 acting in that capacity or managing the **insured's** business; or
- 8.20.2 in breach of their fiduciary duty, or
- 8.20.3 making or issuing any statement, representation or information concerning the **insured** and the **business services** contained in any accounts, reports or financial statements.

8.21 NATURAL PERILS

Physical cause or natural peril, including but not limited to fire, storm, wind, water, flood, subsidence, or earthquake, that results in physical damage to property including to **information and communication assets**.

8.22 NORTH AMERICA

Any **North American jurisdiction**, unless **jurisdiction** is stated to be worldwide in the **schedule**.

8.23 NUCLEAR RISKS AND IONISING RADIATION

Any personal or **bodily injury**, damage, **claim**, loss, liability, **expenses**, costs or **defence costs** whatsoever caused by:

- 8.23.1 ionising radiations or **contamination** by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
- 8.23.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

8.24 PATENT

The infringement of any patent.

8.25 PRODUCTS LIABILITY

Any **claim**, liability, loss or **defence costs** directly or indirectly arising out of, or in any way involving goods or products (being tangible property or merchandise) sold, supplied, repaired, altered, treated, manufactured, installed or maintained by the **insured** or on behalf of the **insured**.

8.26 POLLUTION, ASBESTOS OR ELECTROMAGNETIC FIELDS

Any **claim**:

- 8.26.1 for **bodily injury**, sickness, disease, death or **property damage** directly or indirectly caused by **pollution** or **contamination**;
- 8.26.2 for removing nullifying or cleaning-up seeping, polluting or contaminating substances;
- 8.26.3 directly or indirectly arising out of resulting from or in consequence of or in any way involving asbestos or any materials containing asbestos in whatever form or quantity;
- 8.26.4 directly or indirectly arising out of electromagnetic fields, electromagnetic radiation or electromagnetism.

8.27 REPORTS AND ACCOUNTS

Breach of any obligation owed by the **insured** regarding any statement or representation (express or implied) contained in the **insured's** report and accounts, reports or financial statements, or concerning the **insured's** financial viability.

8.28 RETROACTIVE DATE

Any **insured** event committed, or alleged to have been committed, prior to the **retroactive date**.

8.29 RETURNED FEES

The return, restitution or offset of fees, **expenses** or costs either by service level credits or by any other means.

8.30 TERRITORIAL LIMIT

An act or alleged act committed outside the territorial limit and/or from any **claim** first brought in a court outside the **jurisdiction**.

8.31 TRADING LOSS AND LIABILITIES

- 8.31.1 The **insured's** lost profit, mark-up or liability for Value Added Tax or its equivalent; or
- 8.31.2 the **insured's** trading loss or trading liability including those arising from the loss of any client, account or business,

other than those **claims** covered under the Cyber business interruption **section**.

8.32 UNINSURED SECTIONS

Any **claim**, liability, loss or **defence costs** directly or indirectly arising under an **uninsured section** of this **policy**.

8.33 UNLICENSED SOFTWARE

The **insured's** knowing use of **software** in breach of any intellectual property rights of another party, beyond the terms permitted by a licence granted to the **insured**, or in breach of applicable legislation or regulation.

8.34 UTILITY SERVICE PROVIDER

The failure of an internet, telecommunications or electricity provider or other utility provider except when such services are included in **business services**.

8.35 WAR AND TERRORISM

- 8.35.1 Any personal or **bodily injury**, damage, **claim**, loss, liability, **expenses**, costs or **defence costs** of whatsoever nature caused by:

- 8.35.1.1 **war** or terrorism regardless of any other cause or event contributing concurrently or in any other sequence; or
- 8.35.1.2 any action taken in controlling, preventing, suppressing or in any way relating to **war** or
- 8.35.1.3 terrorism.

In any action, suit or other proceedings where the **insurer** alleges on reasonable grounds that by reason of this exclusion any **claim** is not covered by this **policy**, the **insured** must show that the **insurer** is liable to pay such **claim**.

- 8.35.2 The unlawful act of a **hacker** that damages **information and communication assets** of the **insured** shall not be regarded as an act of terrorism.

8.36 WEAR AND TEAR

Wear and tear of **information and communication assets** including depreciation and obsolescence.

9. HOW TO CLAIM

9.1 COMPLIANCE WITH THIS SECTION IS ESSENTIAL

- 9.1.1 This **section** applies to the whole **policy**.
- 9.1.2 Following any state of affairs which may give rise to a **claim** under the **policy**, the **insured** must comply with the requirements set out in this **section**.
- 9.1.3 Compliance with each and every one of the requirements of the clauses under the heading Conditions Precedent in this **section** is a condition precedent to the **insurer's** liability in respect of a **claim** under the **policy**. Unless the **insured** can demonstrate that any non-compliance with the requirements of these clauses has caused no prejudice to the **insurer** in relation to a **claim** under the **policy**, the **insurer** will have no liability for such **claim**.

9.2 CONDITIONS PRECEDENT

Claims notification

- 9.2.1 The **insured** must give notice to the cyber and data security representative and in writing to the **claim** notification address specified in the **schedule** within the following periods:
 - 9.2.1.1 in respect of Cyber, Data Security and Multimedia **section**, as soon as reasonably practicable of any **claim** or **circumstance**, but in any event not later than thirty (30) days from receipt of any **claim** or any notice of the intention to make a **claim**, provided always that such written notice is given to the **insurer** during the **period of insurance** or (if the **insured** does not renew this **policy** with the **insurer**) within thirty (30) days of its expiry;
 - 9.2.1.2 in respect of Information and communication asset rectification costs **section**; Regulatory defence and penalty costs **section**; or Forensics costs **section**, as soon as reasonably practicable but in any event no later than seven (7) days, after the **insured** first receives a **claim**, or any notice of the intention to make a **claim** or discovers an **insured** event or data breach provided always that such notice is given to the **insurer** within the **period of insurance** or (if the **insured** does not renew this **policy** with the **insurer**) within seven (7) days of its expiry;
 - 9.2.1.3 in respect of Cyber business interruption **section**, as soon as reasonably practicable, but in any event not later than seven (7) days after:
 - 9.2.1.3.1 any **claim** made under Cyber, Data Security and Multimedia **section**;
 - 9.2.1.3.2 discovery of any other **circumstances** involving **information and communication assets** that may give rise to a **claim** under the Cyber business interruption **section**;
 - 9.2.1.3.3 provided always that such notice is given to the **insurer** within the **period of insurance** or (if the **insured** does not renew this **policy** with the **insurer**) within seven (7) days of its expiry;
 - 9.2.1.4 in respect of Cyber extortion **section**, promptly, but in any event no later than seven (7) days, after a **cyber extortion threat** provided always that such notice is given to the **insurer** within the **period of insurance** or (if the **insured** does not renew this **policy** with the **insurer**) within seven (7) days of its expiry. In addition the **insured** must inform or allow the **insurer** or cyber and data security representative to inform the appropriate law enforcement authorities of the **cyber extortion threat**.

9.3 CLAIMS NOTIFICATION – CIRCUMSTANCES

In relation to any cover provided by this **policy**, if:

- 9.3.1 the **insured** notifies the **insurer** of **circumstances** during the **period of insurance** in accordance with the requirements of this **section**; and
- 9.3.2 such notification includes all relevant facts which may give rise to a **claim**, to the extent known or reasonably accessible to the **insured**; and

- 9.3.3 the **insurer** is satisfied that a **claim** may arise from the **circumstances** notified;
- 9.3.4 the **insurer** will treat any **claim** subsequently arising directly from such **circumstances** as though the **claim** had been notified during the **period of insurance**.

10. OTHER CLAIMS CONDITIONS

10.1 INSURED'S DUTIES

For each and every **claim**, a **circumstance** or a **claim** under the **policy** the **insured** and any person acting on behalf of the **insured** must (before and after notification of a **claim**):

- 10.1.1 not admit responsibility, liability, make an offer or promise, nor offer payment or **indemnity** without the written consent of the **insurer**;
- 10.1.2 not incur any expense without the consent of the **insurer** except at the **insured's** own cost;
- 10.1.3 always act honestly;
- 10.1.4 give all such information, co-operation and assistance, and **forward** all **documents** and any other information as requested to enable the **insurer** to investigate, settle or resist any **claim**, as the **insurer** may reasonably require;
- 10.1.5 provide such proofs and information with respect to the **claim** as may reasonably be required together with (if demanded) a statutory declaration of the truth of the **claim** and any **matters** connected therewith;
- 10.1.6 on the happening of any damage in consequence of which a **claim** is or may be made under the Business Interruption **section**, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the **insured** or to avoid or diminish the loss;
- 10.1.7 not destroy evidence or supporting information or **documents** without the **insurer's** prior consent; nor destroy any plant or other property relating to an occurrence, loss or suit that may give rise to a **claim** under this **policy**.

10.2 CLAIM PROCEDURE

Unless stated otherwise, all **claims** will be handled and overseen by the **insurer** but day to day handling may be managed by a third party **claim** management company or loss adjuster. Following notification of a **claim**, the **insured** and any person acting on behalf of the **insured** must:

- 10.2.1 upon receiving any request, demand, order, notice, summons, legal paper and all **documents** relating thereto in connection with an **insured** event immediately and in any event within three (3) working days provide copies of these to the **insurer**. In addition where reasonably practical the **insured** must co-operate with the **insurer** or their appointed agents to allow them to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the head of civil justice;

10.3 INSURER RIGHTS

- 10.3.1 The **insurer** shall have control of any valid **claim** or valid potential **claim** and shall have full discretion as to the conduct of any defence or settlement of any such **claim** or potential **claim**.
- 10.3.2 If the **insurer** pays the **limit of indemnity** or such lesser sum for which the **insurer** in its discretion determines the **claim** can be settled, the **insurer** shall immediately relinquish control of the **claim** and shall have no further liability except for the payment of any **defence costs** (where payable in addition to the **limit of indemnity**) which are incurred prior to the date of payment of the **limit of indemnity**.
- 10.3.3 The **insurer** may by notice to the **insured** require the **insured** to reimburse the **insurer** for payments made by the **insurer** under the **policy** to the extent that such payments are made within the **excess**.

10.4 PAYMENT OR REIMBURSEMENT OF EXCESS

If settlement of an **insured** event investigated or defended by the **insurer** under the **policy** does not exceed the amount of the applicable **excess**, the **insured** will pay, or reimburse the **insurer**, as applicable, for any

indemnity, defence costs or other sums paid (including **claimant** costs recoverable from the **insured**) or incurred by the **insurer** in connection with such **insured** event.

11. GENERAL TERMS & CONDITIONS

11.1 ASSIGNMENT

Assignment of interest under this **policy** will not bind the **insurer** unless and until the **insurer's** written consent is endorsed hereon.

11.2 BASIS OF CONTRACT

Any reference to 'basis of the contract' in this **policy** or in the proposal form (if any) is of no effect.

11.3 CANCELLATION

The **insurer** may at any time during the **period of insurance** serve written notice on the **insured** at the address shown in the **schedule** cancelling the **policy** with effect from the thirtieth (30th) day after service of the notice.

Such cancellation shall not affect the coverage or premium attributable under this **policy** to the period prior to cancellation. Upon demand and subject to no **claims** having been notified under this **policy**, the **insurer** will return to the **insured** a part of any premium paid in **excess** of that proportionate to the pre- cancelled portion of the **policy**.

Without prejudice to any other forms of service, the notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid post, properly addressed.

11.4 CLAIMING UNDER MORE THAN ONE SECTION

If it is possible for the **insured** to bring a **claim** under more than one **section** then the **insured** may elect to submit a **claim** against the **section** which offers the maximum amount of payment.

The **insured** is not permitted to submit a **claim** under more than one **section** which seeks the same indemnification in respect of the same cause of loss or costs associated with that loss in any one **period of insurance**.

11.5 CONFIDENTIALITY

The **insured** will not disclose the terms, conditions, exclusions, or the **limit of indemnity** of this **policy** or the amount of the premium paid to any third party except to the extent that they are required to do so by law, for contractual purposes, or the **insurer** consents in writing to such disclosure.

11.6 CONSENT

Where cover under this **policy** is subject to the consent of the **insurer**, such consent will not be unreasonably withheld or delayed.

11.7 CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

This **policy** does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation by any person who is not named as the **insured** and both the **insurer** and **insured** may amend, cancel or lapse this **policy** without giving notice to, or requiring the consent of, any other third party. However, this will not preclude rights enforceable under the Third Parties (Rights against Insurers) Act 1930 or 2010.

11.8 DISPUTE RESOLUTION

All **matters** in dispute between the **insured**, any other party covered by this **policy** and the **insurer** arising out of or in connection with the construction or formation of this **policy** will be referred to a mediator to be agreed by the parties within fourteen (14) working days of a written notice served on one party by the other requesting such an agreement. If a mediator is not agreed, then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties shall share equally the costs of CEDR and of the mediator. The reference, conduct and any settlement of the dispute at mediation will be conducted in confidence.

The parties shall continue to perform their respective continuing obligations under this **policy**, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take, the dispute may be referred by either party to court, subject to the law and **jurisdiction** set down in the Applicable law clause of this **policy**.

11.9 DISPUTED DEFENCE OR APPEAL

If any dispute arises between the **insured** and the **insurer** as to whether a prosecution should be defended or an appeal made, such dispute will be referred to a Queen's Counsel (or solicitor with at least 20 years' experience in the field of insurance law) to be mutually agreed between the parties (or in default of agreement to be nominated by the President of the Law Society) whose decision will be final. In the event of conflict between any parties **insured** under this **policy** separate representation will be arranged for each party.

11.10 DUTY OF FAIR PRESENTATION

The **insured** must make a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) in proposing for, or proposing to vary, this insurance.

11.11 DUTY OF FAIR PRESENTATION - REMEDIES FOR BREACH OF THE DUTY OF FAIR PRESENTATION - PROPOSING FOR THIS INSURANCE

If the **insured** or anyone acting on its behalf breaches the **insured's** duty of fair presentation then the **insurer's** remedies shall be as follows:

11.11.1 if such breach is deliberate or reckless, the **insurer** may:

- 11.11.1.1 treat this **policy** as having been terminated from its inception; and
- 11.11.1.2 retain the premium;

11.11.2 if such breach is not deliberate or reckless and the **insurer** would not have entered into this **policy** but for the breach, the **insurer** may by notice to the **insured** treat this **policy** as having been terminated from its inception in which case the **insurer** shall return the premium; and

11.11.3 in all other cases if, but for the said breach, the **insurer** would have entered into this **policy** but:

- 11.11.3.1 on different terms (other than terms relating to the premium), the **insurer** may require that this **policy** is treated as if it had been entered into on those different terms from the outset; or
- 11.11.3.2 would have charged a higher premium, the **insurer** may reduce proportionately the amount to be paid on a **claim** (and, if applicable, the amount already paid on prior **claims**). In those **circumstances**, the **insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

11.12 DUTY OF FAIR PRESENTATION - REMEDIES FOR BREACH OF THE DUTY OF FAIR PRESENTATION - VARIATION

If the **insured** or anyone acting on its behalf breaches the **insured's** duty of fair presentation in relation to a variation of this **policy**, the **insurer's** remedies shall be as follows:

11.12.1 if such breach is deliberate or reckless, the **insurer** may:

- 11.12.1.1 by notice to the **insured** treat this **policy** as having been terminated from the time when the variation was concluded; and
 - 11.12.1.2 retain the premium;
- 11.12.2 if such breach is not deliberate or reckless, and the **insurer** would not have entered into the variation but for the breach, the **insurer** may treat this **policy** as if the variation was never made, in which case the **insurer** shall return any additional premium relating to the variation; and
- 11.12.3 in all other cases if, but for the said breach, the **insurer** would have entered into the variation but:
- 11.12.3.1 on different terms (other than terms relating to the premium), the **insurer** may require that the variation is treated as if it had been entered into on those different terms;
 - 11.12.3.2 would have increased the premium by more than it did or at all, the **insurer** may reduce proportionately the amount to be paid on a **claim** arising out of events after the variation. In those **circumstances**, the **insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$; or
 - 11.12.3.3 would not have reduced the premium by as much as it did or at all, the **insurer** may reduce proportionately the amount to be paid on a **claim** arising out of events after the variation. In those **circumstances**, the **insurer** shall pay only X% of what it would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

11.13 EXCHANGE RATE

In the event of a payment being made under this **policy** in any other currency than pounds sterling (GBP), the exchange rate applicable will be the rate of exchange published in the Financial Times at the date that settlement is agreed.

11.14 FRAUDULENT CLAIMS

If the **insured** or anyone acting on its behalf makes a fraudulent **claim** under this **policy**, the **insurer**:

- 11.14.1 is not liable to pay the **claim**;
- 11.14.2 may recover any part of the **claim** already paid from the relevant **insured**; and
- 11.14.3 may by notice to the **insured** treat this **policy** as having been terminated with effect from the time of the first fraudulent act, in which case the **insurer** is not liable to that **insured** in respect of a relevant event occurring after that time and may retain any premium.

These remedies shall not be available against any other entity **insured** under this **policy** that was not implicated in the fraud.

11.15 INSPECTION AND AUDIT

The **insurer**, or such representative as the **insurer** may designate, will be permitted but not obligated to inspect the **insured's** property and operations at any time given reasonable notice. Neither the **insurer's** right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of or for the benefit of the **insured** or others to determine or **warrant** that such property or operations are safe.

11.16 INSURANCE ACT 2015

Nothing in this **policy** is intended to put the **insured** in a worse position than it would be in by virtue of the provisions of Parts 2, 3 and 4 of the Insurance Act 2015. To the extent of any conflict between the terms of this **policy** and the requirements of Parts 2, 3 and 4 of the Act, the latter will prevail, unless the contrary intention is expressly noted in an endorsement to this **policy**.

11.17 LIMITS OF INDEMNITY

For the purpose of this clause, any and all liability of the **insurer** under this **policy** associated with a loss or **claim**, whether **defence costs**, additional costs or **expenses** or any other sums whatsoever shall be treated as part of the loss or **claim**.

11.17.1 In respect of each **section**:

- 11.17.1.1 the **insurer's** liability shall not exceed any applicable sum **insured, limit of indemnity, sub-limit or policy limit of liability**;
- 11.17.1.2 where a **limit of indemnity** or sub-limit is stated in the **schedule** to be in the aggregate, that is the maximum the **insurer** will pay for any and all cover whatsoever to which that limit applies in any one **period of insurance**;
- 11.17.1.3 any sub-limit for a specified cover identified in the **schedule** applies as the **limit of indemnity** for that cover and is deemed to be part of and not in addition to the applicable **limit of indemnity** unless expressly stated otherwise in the sections or **schedule**;
- 11.17.1.4 any additional cover, extension or endorsement is deemed to be part of and not in addition to the applicable **limit of indemnity** unless expressly stated otherwise in the sections, **schedule** or endorsement;
- 11.17.1.5 the sum **insured, limit of indemnity** and any sub-limit, as applicable, is additional to the **excess**;
- 11.17.1.6 the **limit of indemnity** and any sub-limit is inclusive of any cover for **defence costs** unless expressly stated otherwise in the sections or **schedule**;
- 11.17.1.7 where provided, a **limit of indemnity** or sub-limit will always be in the aggregate in respect of any **North American jurisdiction** inclusive of **defence costs** and any other sums whatsoever;
- 11.17.1.8 where a **limit of indemnity** or sub-limit is stated in the **schedule** to apply to any one occurrence, any one **claim**, any one prosecution, any one premises, each and every **claim** or series of **claims** or similar term that limit is subject to the Multiple and related **claims** (aggregation) clause and/or terms in specific sections which determine how the limits apply to multiple **claims**.

11.18 MULTIPLE AND RELATED CLAIMS (AGGREGATION)

11.18.1 For the purpose of this clause, any and all liability of the **insurer** under this **policy** associated with a loss or **claim**, whether **defence costs**, additional costs or **expenses** or any other sums whatsoever shall be treated as part of the loss or **claim**.

11.18.2 The **excess** and **limit of indemnity** and/or sub-limit applying to any one loss or **claim** apply to all losses or **claims** or series of losses or **claims** arising out of the same original cause, event or **circumstance**.

11.18.3 The provisions of this clause apply regardless of the number of:

- 11.18.3.1 parties **insured** under this **policy**;
- 11.18.3.2 persons or organisations bringing **claims**; or
- 11.18.3.3 **claims** made by or against the **insured**.

11.19 COMPLIANCE WITH POLICY TERMS

11.19.1 The **insured** and anyone acting on its behalf must each comply with every applicable provision of the **policy**.

11.19.2 To the extent this insurance provides a benefit to any other party, the **insured** shall arrange for each **insured** party to comply with every applicable provision of this **policy**.

11.19.3 If the **insured** or anyone acting on its behalf breaches any provision of the **policy**, the **insurer** may, without prejudice to any of the **insurer's** other rights, reject or reduce sums payable to the extent that the **insurer's** liability under the **policy** has been incurred or increased by reason of the breach.

- 11.19.4 If the **insurer** has paid any sums to the **insured** or anyone acting on its behalf for which the **insurer** was not liable (whether by reason of breach of any provision of the **policy** by the **insured** or anyone acting on its behalf or for any other reason) the **insured** shall promptly repay such sums to the **insurer**.
- 11.19.5 To the extent the **insurer** waives all or some of its rights in relation to any obligation on the **insured**, this shall not prevent the **insurer** from relying on any provisions in the future and any delay in reliance or any partial reliance by the **insurer** shall not prevent the **insurer** from relying on any such provisions, in whole or in part, in the future.

11.20 OTHER INSURANCE

- 11.20.1 If at the time of any **claim** made under this **policy** there is any other valid and collectible insurance available to the **insured** or any other party covered by such sections, other than insurance that is purchased as and stated specifically to be a **policy** operating in **excess** of this **policy** and which names the **insured** or the other party covered by this **policy**, then the insurance afforded by such **section** will be in **excess** of and will not contribute with such other insurance.
- 11.20.2 This **policy** shall under no **circumstances** be made subject to the terms, limitations, conditions and definitions of any other insurance, except that if any other insurance is subject to any condition of average, then the insurance provided by any **section** if not already subject to a condition of average will be subject to average in like manner.
- 11.20.3 For the purposes of this condition, other insurance shall not cease to be regarded as 'valid and collectible' merely because the **insured** has failed to comply with any notification or other **claim** conditions which apply to such other insurance.
- 11.20.4 This condition is subject to any contrary provision within the specific sections.

11.21 PREMIUM ADJUSTMENT

Where the premium in whole or part is provisionally based on estimates provided by the **insured**, the **insured** will keep accurate records and declare such information as the **insurer** requires within three (3) months of the expiry of the **period of insurance**. The premium will then be adjusted and any difference paid by or allowed to the **insured** as the case may be but subject to any minimum premium that may apply. The **insurer** reserves the right to request that the **insured** supplies an auditor's certificate with such calculations as are subject to adjustment attesting the accuracy thereof.

11.22 PRIVACY AND THE DATA PROTECTION ACT 1998

- 11.22.1 All personal information (including sensitive personal data such as health details or criminal convictions) provided in connection with this **policy** will be processed in accordance with the Data Protection Act 1998. The **insured** consents to all personal information so provided being used for the purposes and being disclosed to the parties set out below.
- 11.22.2 Where personal information is provided about another person, the **insured** is required to inform that person of the **insurer's** identity, and why their personal information will be processed and disclosed. The **insured** is also required to obtain their written consent to the processing of their personal information in this way and provide the **insurer** with such consent upon request.
- 11.22.3 Personal information is used:
- 11.22.3.1 to administer the **policy**, including underwriting, renewal information, validation of **claims** history and **claims** handling;
 - 11.22.3.2 for research, analysis, statistic creation, and customer profiling;
 - 11.22.3.3 for fraud prevention and debt recovery.
- 11.22.4 Personal information may be disclosed to:
- 11.22.4.1 other members of the QBE Insurance Group;
 - 11.22.4.2 other insurance entities interested in the risk written under this **policy**;

- 11.22.4.3 agents and **service providers** appointed by the **insurer** to carry out activities in connection with the **policy**;
 - 11.22.4.4 credit reference and fraud databases;
 - 11.22.4.5 law enforcement and other statutory bodies;
 - 11.22.4.6 potential purchasers of the whole or part of our business.
- 11.22.5 If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the fraud databases.
- 11.22.6 Personal information may be transferred to third parties in countries outside the European Economic Area which may not have the same standards of protection for personal information as the United Kingdom. The **insurer** will ensure that such transfers comply with data protection law and the personal information is kept securely and protected from unauthorised access.
- 11.22.7 The **insurer** maintains protections and procedures in the storage and disclosure of personal information to keep it secure and prevent unauthorised access to or loss of such information.
- 11.22.8 The **insurer** may monitor and record all communications for compliance and training purposes.
- 11.22.9 Should the **insured** wish to see the information held, have any queries in relation to the way such information is used or discover any inaccuracies, the **insured** should write to the Data Protection Officer at QBE Insurance (Europe) Limited, Plantation Place, 30 Fenchurch Street, London EC3M 3BD.

This is the privacy notice of QBE European Operations:

Any personal data provided to the **insurer** will be processed in compliance with all applicable laws and regulations and in accordance with the privacy notice which can be found at:

<https://qbeeurope.com/privacy-policy/>

Alternatively the **insured** may contact the **insurer's** Data Protection Officer to request a copy of the full privacy notice by email: dpo@uk.qbe.com or by writing to the: Data Protection Officer, QBE European Operations, Plantation Place, 30 Fenchurch Street, London EC3M 3BD.

11.23 RECORDS

The **insurer** may hold **documents** relating to this **policy** and any **claims** under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

11.24 REPRESENTATION

Where more than one entity or person is **insured** by this **policy**, the first **insured** named in the **schedule** will act on behalf of any other party **insured** by this **policy** with respect to the giving and receiving of any notices from the **insurer** or their representatives including any notice of cancellation. The payment to the first named **insured** of any return premium that may be payable under this **policy** will satisfy the **insurer's** obligations to return premium to any other party covered by this **policy**.

11.25 SANCTION LIMITATION AND EXCLUSION

The **insurer** shall not provide cover nor be liable to pay any **claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **claim** or provision of such benefit would expose the **insurer** or any member of the **insurer's** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

11.26 SEVERABILITY

- 11.26.1 The proposal shall be construed as a separate application for insurance under this **policy** by each **insured**. No statements in the proposal or knowledge possessed by any one (1) **insured** shall be imputed to any other **insured**.
- 11.26.2 For the purpose of determining the applicability of the **policy** exclusions and limitations, the act or knowledge of any one **insured** shall not be imputed to any other **insured**.

11.27 SUBROGATION

- 11.27.1 For each and every **claim**, the **insured** and any person acting on behalf of the **insured** must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or **claim** that may give rise to a **claim** under this **policy**.
- 11.27.2 The **insured** or any other party **insured** by this **policy** will, at the request and expense of the **insurer**, do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **insurer** for the purpose of enforcing any rights and remedies, whether such acts and things will be or become necessary or required before or after their indemnification by the **insurer**.
- 11.27.3 In the event of any payment under this **policy**, the **insurer** will act in concert with all other interested persons (including the **insured**) concerned in the exercise of any rights of recovery.
- 11.27.4 The apportioning of any amounts which may be so recovered will follow the principle that any interested persons (including the **insured**) who will have paid an amount over and above any payment hereunder will first be reimbursed up to the amount paid by them; the **insurer** is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interested persons (including the **insured**) to whom this coverage is in **excess** shall be entitled to **claim** the residue, if any.
- 11.27.5 **Expenses** necessary to the recovery of any such amounts will be apportioned between the interested parties concerned in the ratio of their respective recoveries as finally settled.

11.28 SUBSCRIBING INSURER

The **insurer's** obligations under this **policy** are severable and not joint and are limited solely to the extent of their individual subscriptions. The **insurer** is not responsible for the subscription of any co-subscribing **insurer** who for any reason does not satisfy all or part of its obligations.

12. GENERAL DEFINITIONS & INTERPRETATION

The following words will have the same meaning attached each time they appear in this **policy** in bold type face. If words do not appear in bold their meaning is determined by their context.

Where the context requires, the singular and the plural are interchangeable. References to a 'person' will be construed to include any individual, company, partnership or other legal entity. References to a statute, regulation or standard form of trade contract will be construed to include amendments or replacements.

All headings within the **policy** are included for convenience only and will not affect interpretation.

12.1 BODILY INJURY

Death, disease, illness, physical or mental injury of or to an individual.

12.2 BUSINESS INCOME

The amount of net profit if any before taxes which would have been earned by the **insured** adjusted to take account of:

- 12.2.1 reasonable business variations, seasonal influences, prevailing economic conditions and other variations or **circumstances** that have an influence upon the **insured**;
- 12.2.2 the cost of working; and
- 12.2.3 any costs savings which the **insured** can reasonably achieve, including but not limited to the extent to which the **insured** did use:
 - 12.2.3.1 damaged or undamaged **information and communication assets**;
 - 12.2.3.2 available stock, merchandise or other data; or
 - 12.2.3.3 available substitute facilities, equipment or personnel.

12.3 BUSINESS SERVICES

The activities of the **insured** including:

- 12.3.1 the services of the **insured** provided for its clients, as specified in the **schedule**;
- 12.3.2 the multimedia activities of the **insured**;
- 12.3.3 provision and management of canteens, sports, social and welfare and medical organisations for the benefit of **employees** and/or the **insured's** pensioners, sponsorships, medical, dental, nursing, first aid, fire, rescue and ambulance services, principally in connection with but not limited to the operations of the **insured**;
- 12.3.4 provision of security services for the benefit of the **insured**;
- 12.3.5 provision of nursery, crèche or child care facilities where incidental to the activities stated; provision of educational facilities;
- 12.3.6 property owners, lessors and lessees including repair, refurbishment and maintenance of such property;
- 12.3.7 organisation of and participation in exhibitions, trade fairs, conferences and the like;
- 12.3.8 private work undertaken by any **employee** for any fellow principal **employee**, director or partner or executive of the **insured**;
- 12.3.9 employment of subcontractors for performance of work on behalf of the **insured**; the organisation of charitable events or similar fund raising activities;
- 12.3.10 sponsorship of events, organisations, entities and individuals;
- 12.3.11 repair, maintenance and servicing of the **insured's** own mechanically propelled vehicles and the sale or disposal of its own property and goods, including owned mechanically propelled vehicles;
- 12.3.12 provision of gifts and promotional material incidental to the business.

12.4 CIRCUMSTANCE

An incident, occurrence, dispute, fact, **matter**, act or omission that may give rise to a **claim**.

12.5 CLAIM

12.5.1 the receipt by the **insured** of any written notice of demand for compensation made by a third party against the **insured**;

12.5.2 any writ, statement of **claim, claim** form, summons, application or other originating legal or arbitral process, cross-**claim**, counter**claim** or third or similar party notice served upon the **insured**;

12.5.3 any notice of intention in writing to commence legal proceedings against the **insured**.

Where the word **claim** is used as an undefined term (i.e. not in bold) it refers to a **claim** by the **insured** under the **policy**, unless the context otherwise requires.

12.6 COMPUTER MALWARE, VIRUS OR SIMILAR MECHANISM

Any computer program or code, including but not limited to, any malicious software, file, virus, boot sector virus, macro virus, hostile applet, Trojan horse program, java virus, ActiveX virus, worm, logic bomb or other executable program or code which initiates an event on infected computer equipment, causing modification of or damage to data, memory or data media or otherwise adversely affecting the operation of or access to any information and communications technology system.

12.7 CONTAMINATION

The unwanted presence of a substance, constituent, contaminant or impurity.

12.8 CYBER AND DATA SECURITY REPRESENTATIVE

The party specified as cyber and data security representative in the **schedule**.

12.9 CYBER EXTORTION EXPENSES

Reasonable and necessary **expenses** incurred by the **insured** including the value of any **ransom** paid by the **insured** for the purpose of terminating a **cyber extortion threat**.

12.10 CYBER EXTORTION THREAT

A threat from a **hacker** to:

12.10.1 damage, destroy, alter, corrupt, copy, steal or misuse **information and communication assets** including by introducing a computer malware, virus or similar mechanism;

12.10.2 cause a failure of the security protecting **information and communication assets**;

12.10.3 attack **information and communication assets** in order to restrict or prevent access **information and communication assets** by authorised persons or entities;

12.10.4 divulge **information and communication assets** into the public domain which will cause commercial or financial harm; or

12.10.5 fraudulently use **information and communication assets** to cause a loss to either a third- party or the **insured**.

12.11 DATA BREACH

Failure by the **insured** (whether directly or by a **service provider**) to comply with any data breach law.

12.12 DATA BREACH LAW

All applicable data protection and privacy legislation, regulations and guidance in any country, province, state, territory or **jurisdiction** which govern the use, confidentiality, security and protection of personally identifiable information or any guidance or codes of practice issued by any applicable data protection regulator or governmental entity from time to time including:

- 12.12.1 prior to 25 May 2018, the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any guides or codes of practice issued by the Information Commissioner's Office from time to time (all as amended, updated or re-enacted from time to time); and
- 12.12.2 from 25 May 2018 onwards. Regulation (EU) 2016/379 (the "General Data Protection Regulation" or the "GDPR") and Data Protection Act 2018 (or, in the event that the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data) and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and any guidance or codes of practice issued by any data protection regulator from time to time (all as amended, updated or re-enacted from time to time).

12.13 DATA BREACH NOTIFICATION COSTS

Those reasonable and necessary **expenses** incurred by the **insured** or which the **insured** becomes legally obliged to pay for the provision of consumer notifications to comply with data breach law following a data breach including:

- 12.13.1 the legal fees incurred to identify notification communication obligations and draft notification communications;
- 12.13.2 the costs to draft, send and administer notification communications;
- 12.13.3 the costs of call centre services to respond to enquiries and queries following a notification communication.

12.14 DEFENCE COSTS

- 12.14.1 Costs (other than **claimant** costs recoverable from the **insured** or any other party **insured** by this **policy**) incurred at the request of the **insured**, with the prior consent of the **insurer** in the investigation, adjustment, appraisal, defence or settlement of an **insured** event, including expert, legal, appeal and **defence costs**;
- 12.14.2 costs and **expenses** incurred by the **insured** in pre-trial and case reviews;
- 12.14.3 pre-judgment interest **awarded** against the **insured** on that part of any judgment covered under this **policy** but where the **insurer** offers to pay the **limit of indemnity** in settlement of a **claim** or suit, the **insurer** will not pay any pre-judgment interest imposed or accruing after the date of such offer;
- 12.14.4 all interest accruing on that part of any judgment within the **limit of indemnity** after entry of the judgment and before **insurer** has paid, offered to pay or deposited in court that part of any judgment that is within the applicable **limit of indemnity**;
- 12.14.5 the cost of attendance in court as a witness at the **insurer's** request, payable at the following rates per day on which attendance is required:
- 12.14.5.1 any principal director or partner of the **insured** - GBP500;
 - 12.14.5.2 any **employee** - GBP250;
 - 12.14.5.3 any other relevant party – GBP200 (subject to the prior agreement of the **insurer**); or
- 12.14.6 costs incurred at the request of the **insured**, with the prior consent of the **insurer**, of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of **indemnity** under this **policy**.
- 12.14.7 **Defence costs** do not include the **insured's** own internal costs and **expenses**, management time or **employee** or any adjusters' fees for which the **insurer** will not provide any **indemnity**.

12.15 DENIAL OF SERVICE ATTACK

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of **Excess** traffic into network addresses, the

exploitation of system or network weaknesses and the generation of **Excess** or non-genuine traffic between and amongst networks.

12.16 DOCUMENTS

Deeds, wills, written agreements, maps, plans, books, letters, policies, certificates, forms and **Documents** of any nature whatsoever, whether written, printed or reproduced by any method, including **Electronic Data**, but shall not include bearer bonds or coupons, stamps, bank or currency notes or any other negotiable instrument.

12.17 ELECTRONIC DATA

Facts, concepts and information converted to a form usable for communication, display, distribution, interpretation or processing by electronic and electromechanical processing or electronically controlled equipment, including encrypted electronic certificates, encrypted electronic signatures, firmware, programmes, software, website and other coded instructions for such equipment.

12.18 EMPLOYEE

Any person including trainees and freelance consultants acting under a contract of service with the **Insured** in respect of the conduct of business activities by the **Insured**. **Employee** does not include any principle, shareholder, partner, director or member of the **Insured** in their capacity as such.

12.19 EXCESS

The first amount to be borne by the **Insured** as uninsured loss, or the first period of time that is uninsured, whether described in the **Schedule** or within the **Policy** as an **Excess**, self-insured **Excess** or otherwise, after the application of all other terms and conditions of this **Policy**.

12.20 HACKER

Anyone who gains unauthorised access to **Information and Communication Assets** by circumventing electronically or otherwise the security system in place to protect against such unauthorised access.

Hacker will also include anyone who threatens to specifically target the **Insured** and gain unauthorised access to **Information and Communication Assets**. **Hacker** does include employees but does not include any principal, shareholder, partner, director or other officer of the **Insured**.

12.21 INFORMATION AND COMMUNICATION ASSETS

The **Insured's** computer and telecommunication software and hardware, including but not limited to the **Insured's** email system, intranet, network, internet-connected telephone system, or any **Electronic Data**, including where provided by a **Service Provider**.

12.22 INSOLVENCY EVENT

- 12.22.1 An application being made for an administration order or the purported appointment of, or the filing at court or issue of any notice of intention to appoint, an administrator in relation to the **Insured** or any subsidiary company;
- 12.22.2 a petition being presented, a meeting being convened or an effective resolution being passed otherwise than with the prior written consent of the **Insured** as part of a solvent reconstruction or amalgamation for the winding up of the **Insured** or any subsidiary company;
- 12.22.3 possession being taken of, or a receiver, sequestrator or similar officer being appointed in respect of, the whole or any part of the assets or undertaking of the **Insured** or any subsidiary company;
- 12.22.4 the **Insured** or any subsidiary company suspending or threatening to suspend payment of its debts as they fall due or being, or unlikely to become, unable to pay its debts, whether within the meaning of **Section** 123 Insolvency Act 1986 or otherwise;
- 12.22.5 the directors or partners of the **Insured** or of any subsidiary company making a proposal that it enter into a voluntary arrangement (within the meaning of **Section** 1 Insolvency Act 1986) or taking any steps to obtain a moratorium under **Section** 1A of that Act or its taking or being subject to any proceedings under the law for the readjustment, rescheduling or deferment of all or any of its

- debts, or proposing or entering into any general assignment or composition with or for the benefit of its creditors;
- 12.22.6 the **Insured** or any subsidiary company ceasing or threatening to cease to carry on all or a substantial part of its business or operations, or selling, transferring or otherwise disposing of the whole or a substantial part of its undertaking or assets, either by a single transaction or by a number of transactions; or
- 12.22.7 the occurrence in respect of the **Insured** or any subsidiary company of any event in any **Jurisdiction** to which it is subject having an effect similar to that of any of the events referred to in paragraphs a) to f) above.

12.23 INSURED

- 12.23.1 the company or other organisation shown as **Insured** in the **Schedule** including any subsidiary companies of the **Insured** that are in existence at the inception date of the insurance and have been declared to the **Insured** until such time as they may be sold or otherwise disposed of (but not excluding any liabilities incurred prior to disposal), and
- 12.23.2 the persons or people shown as **Insured** in the **Schedule**;
- 12.23.3 the partners and/or directors or members of the **Insured** or employees during the **Period of Insurance** or thereafter;
- 12.23.4 former partners and/or former directors and/or former members and/or former employees of the **Insured**;
- 12.23.5 any retired partner, director or member of the **Insured** remaining as a consultant to the **Insured**;
- 12.23.6 the estate, heirs and executors and/or legal/personal representatives of those parties mentioned above in the event of their death, incapacity, insolvency or bankruptcy for legal liabilities incurred due to any act, error or omission of such deceased, incompetent or bankrupt person.

12.24 INSURED EVENT

Failure by the **Insured** or any **Service Provider** to protect against:

- 12.24.1 unauthorised access to, unauthorised use of, a denial of service attack against, or transmission of any computer malware, virus or similar mechanism to **Information and Communication Assets**;
- 12.24.2 improper deep-linking, framing, web scraping, web harvesting or web data extraction;
- 12.24.3 unintentional transmission of any computer malware, a virus or similar mechanism; or
- 12.24.4 unintentional violation of any government or public authority legislation or regulation regarding privacy or The Data Protection Act 1998 or any subsequent amending or replacement legislation or the GDPR;
- 12.24.5 Any form of invasion, infringement or interference with rights of privacy or publicity by the **Insured** or any **Service Provider**, including:
- 12.24.5.1 false light;
 - 12.24.5.2 public disclosure of private facts;
 - 12.24.5.3 intrusion;
 - 12.24.5.4 breach of confidence; or
 - 12.24.5.5 commercial appropriation of name or likeness.
 - 12.24.5.6 following failure by the **Insured** or any **Service Provider** to properly handle, manage, store, destroy or otherwise control:
 - 12.24.5.7 personally identifiable information; or
 - 12.24.5.8 third party corporate information in any format held by the **Insured**, including that protected under a non-disclosure agreement or similar contract with the **Insured**;
- 12.24.6 Commission by the **Insured** or any **Service Provider** of defamation or other tort related to disparagement of character, reputation or feelings of any person or organisation, including:

- 12.24.6.1 libel;
- 12.24.6.2 slander;
- 12.24.6.3 product disparagement;
- 12.24.6.4 trade libel;
- 12.24.6.5 infliction of emotional distress;
- 12.24.6.6 malicious falsehood;
- 12.24.6.7 outrage or outrageous conduct;
- 12.24.6.8 breach of comparative advertising regulations; or
- 12.24.6.9 failure to attribute authorship or provide credit under any agreement to which the
- 12.24.6.10 **Insured** is a party;
- 12.24.6.11 arising from multimedia activities; or

12.24.7 Infringement by the **Insured** or any **Service Provider** of intellectual property rights including but not limited to:

- 12.24.7.1 copyright;
- 12.24.7.2 design;
- 12.24.7.3 title;
- 12.24.7.4 slogan;
- 12.24.7.5 trade secret;
- 12.24.7.6 trademark;
- 12.24.7.7 trade name;
- 12.24.7.8 trade dress;
- 12.24.7.9 service mark;
- 12.24.7.10 service name;
- 12.24.7.11 domain name or metatag;
- 12.24.7.12 database rights;
- 12.24.7.13 breach of moral rights (including failure to attribute authorship or provide credit under any agreement to which the **Insured** is a party);
- 12.24.7.14 passing off;
- 12.24.7.15 plagiarism; or
- 12.24.8.16 piracy or misappropriation of ideas under implied contract, including a breach of a hold harmless or **Indemnity** agreement specified in a written contract for the supply of **Matter**.

arising from multimedia activities.

12.25 INSURER

The party specified as **Insurer** in the **Schedule** and any other subscribing insurers.

12.26 JURISDICTION

The **Jurisdiction** (if any) specified in the **Schedule** as applying to a **Section**.

12.27 LIMIT OF INDEMNITY/SUB-LIMIT

The **Limit of Indemnity** or sub-limit of indemnity identified in the **Schedule**.

12.28 MATTER

Any data, text, sounds, images or similar content disseminated, including but not limited to the content of the **Insured's** email, intranet, extranet, website, bulletin board, chat room or other on-line discussion or information forum, and the marketing and advertising of the **Insured's Business Services**.

12.29 MULTIMEDIA ACTIVITIES

The publishing, dissemination, releasing, gathering, transmission, production, webcasting or other distribution of matter by the **Insured**.

12.30 NORTH AMERICA

The United States of America or its territories or possessions or Canada.

12.31 NORTH AMERICAN JURISDICTION

Any judgment, award, payment, **Defence Costs** or settlement delivered, made or incurred within countries which form part of North America, or which operates under or applies the laws of such countries or any states, provinces or territories forming part of them, including arbitration or regulatory proceedings, and any order made anywhere in the world to enforce such judgment, award, payment, **Defence Costs** or settlement either in whole or in part.

12.32 PERIOD OF INSURANCE

The period shown as such in the **Schedule**, with times being local to the **Insured's** address as stated in the **Schedule**.

12.33 PERIOD OF REINSTATEMENT

The period commencing from the total or partial interruption, degradation in service, or failure of **Information and Communication Assets**, and ending either:

- 12.33.1 at the time when the **Insurer** is satisfied **Information and Communication Assets** are repaired, restored and/or replaced to the same equivalent standard, condition, functionality, level of service and/or with the same content, or as near as reasonably possible as immediately before the total or partial interruption, material degradation in service, or failure of **Information and Communication Assets** began;
- 12.33.2 or ninety (90) days thereafter;

whichever is sooner.

12.34 PERSONALLY IDENTIFIABLE INFORMATION

Any information from which an individual may be uniquely and reliably identified or contacted, including an individual's name, telephone number, national security number, medical or healthcare data, drivers licence number, bank or building society account number, credit card number, debit card number, access code or password that would permit access to that individuals financial account.

12.35 POLICY

This document, the **Schedule** (including any **Schedules** issued in substitution) and any endorsements attaching to this document or the **Schedule**.

12.36 POLICY LIMIT OF LIABILITY

The amount stated in the **schedule** which is the maximum amount of the **Insurer's** liability under any one and all sections for any one **Period of Insurance**.

12.37 POLLUTANT

Any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapour, soot, dust, fumes, acids, alkalis, chemicals or waste. Waste is deemed to include materials to be recycled, reconditioned or reclaimed.

12.38 POLLUTION

Discharge, seepage, migration, dispersal, release or escape of pollutants.

12.39 PROPERTY DAMAGE

Physical loss, destruction or damage of tangible property including the loss of use thereof.

12.40 PROPOSAL

Any information supplied by or on behalf of the **Insured** in written or electronic format, deemed to be a completed proposal form, application form, including in each case attachments thereto and other relevant information that the **Insurer** may require.

12.41 RANSOM

Any money, products, goods, services, property or other financial benefit of the **Insured**.

12.42 REGULATORY COMPENSATORY AWARD

Regulatory Compensatory award means a sum of money which the **Insured** is legally obliged to pay as an award or fund for the affected individuals following a regulators monetary award to a third party. This does not include any criminal penalty or fine.

12.43 RETROACTIVE DATE

The date (if any) specified in the **Policy** (including the **Schedule**).

12.44 SCHEDULE

The document titled **Schedule** that includes the name and address of the **Insured**, the premium and other variables to this **Policy** (including endorsement clauses) and is incorporated in this **Policy** and accepted by the **Insured**. **Schedules** may be re-issued from time to time where each successor overrides the earlier document.

12.45 SECTION

A **Section** of this **Policy**.

12.46 SERVICE PROVIDER

A business the **Insured** does not own, operate, or control, but that the **Insured** hires for a fee under contract to perform services for or on behalf of the **Insured**.

12.47 SUBSIDIARY COMPANY

12.47.1 Any company in respect of which the **Insured** (either directly or indirectly through one or more of its subsidiary companies):

- 12.47.1.1 controls the composition of the board of directors; or
- 12.47.1.2 controls more than half the voting power at a general meeting of shareholders;
- 12.47.1.3 or holds more than half of the issued share capital (regardless of class of share).

12.47.2 Any company as defined above (other than any company part of whose issued share capital is offered to the public or otherwise traded on a recognised exchange in the United States of America) which is acquired or created on or subsequent to the inception date of this **Policy** and of which the total assets do not exceed twenty per cent (20%) of the **Insured's** consolidated total assets as declared in their latest annual report and account.

12.47.3 Any other company (including any associated company) that the **Insurer** has given prior written consent to for its inclusion as a subsidiary company **Insured** under this **Policy**.

12.48 TERRITORIAL LIMITS

The territory (ies) specified in the **Schedule**.

12.49 TERRORISM

12.49.1 An activity that involves a violent act or the unlawful use of force or an unlawful act dangerous to human life, tangible or intangible property or infrastructure or a threat thereof; and appears to be intended to:

- 12,49.1.1 intimidate or coerce a civilian population;

- 12.49.1.2 disrupt any segment of the economy of a government de jure or de facto, state, or country;
- 12.49.1.3 overthrow, influence, or affect the conduct or **Policy** of any government de jure or de facto by intimidation or coercion; or
- 12.49.1.4 affect the conduct or **Policy** of any government de jure or de facto by mass destruction, assassination, kidnapping or hostage-taking.

12.50 UNITED KINGDOM

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

12.51 WAR

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether **War** be declared or not), civil **War**, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, nationalisation, requisition, sequestration or confiscation by order of any public authority or government de jure or de facto or martial law but not including terrorism.

12.52 YOU/YOUR

The **insured**, as the context requires.

13. COMPLAINTS

13.1 WHAT THE INSURED SHOULD DO

You can complain about this **Policy** by first contacting the broker. If **You** wish to contact the **Insurer** directly **You** can: where the **insurer** is QBE Europe SA/NV write to Customer Relations, QBE Europe SA/NV, Regentlaan 37 Boulevard du Régent, 1000 Brussels, Belgium, e-mail: complaints@be.qbe.com, telephone: +32 2 504 82 11 or fax: +32 2 504 82 00;

where the **Insurer** is QBE UK Limited write to Customer Relations, QBE European Operations, Plantation Place, 30 Fenchurch Street, London EC3M 3BD; email: CustomerRelations@uk.qbe.com, telephone 020 7105 5988; or

where the **Insurer** is or includes a Lloyd's syndicate, e-mail: complaints@lloyds.com, write to Lloyd's Complaints, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN, or telephone 020 7327 5693.

Please note that Lloyd's will consider a complaint only if **You** are considered to be an 'eligible complainant' by the Financial Ombudsman Service – see below.

In each case, **You** should quote the **Policy** or **Claim** reference.

A summary of the **Insurer's** complaints handling procedure is available on request and will also be provided to **You** when acknowledging a complaint.

13.2 THE UK FINANCIAL OMBUDSMAN SERVICE (UK FOS)

If **You** feel that **Your** complaint has not been satisfactorily resolved, **You** may be eligible to contact the UK FOS to review the complaint. To be an eligible complainant, **You** must be:

- 13.2.1 a consumer;
- 13.2.2 a micro-enterprise – a business that has an annual turnover of under EUR 2 million employing fewer than ten (10) employees;
- 13.2.3 a small business - a business with an annual turnover below GBP 6.5 million and:
 - 13.2.3.1 fewer than 50 employees; or
 - 13.2.3.2 an annual balance sheet below GBP 5 million; or
- 13.2.4 a charity with an annual income of less than GBP 6.5 million; or
- 13.2.5 a trustee of a trust with net assets of less than GBP 5 million; or
- 13.2.6 a guarantor.

If eligible, **You** can contact the UK FOS via its website:

<http://www.financial-ombudsman.org.uk/consumer/complaints.htm>, write to the UK FOS, Exchange Tower, London E14 9SR, or telephone 0300 123 9 123 or 0800 023 4567.

Where applicable **You** must refer its complaint to the UK FOS (a) within six (6) months of the **Insurer's** final response letter or (b) when the **Insurer** has failed to resolve the issue within eight (8) weeks.

The UK FOS provides impartial advice free of charge and contacting them will not affect **Your** legal rights.

13.3 FINANCIAL SERVICES COMPENSATION SCHEME

Where the **Insurer** is QBE UK Ltd **You** may be entitled to compensation from the FSCS if we are unable to meet our obligations under this **Policy**.

Entitlement to FSCS compensation depends on the type of business **Insured** and the circumstances of the **Claim**. Further information is available from www.fscs.org.uk, or **You** can write to the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.



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