



Cyber Protection Insurance

Policy Summary

Cyber Protection Insurance

Policy Summary

Cyber Protection insurance

The Policy provides protection to the Insured (also referred to as You/Your) in respect of legal liability to a third party for a Loss (in respect of any Claim first made against the Insured and notified to RSA) in connection with a covered Insuring Clause:

- Data Liability Event;
- Network Security Event;
- Multimedia Event; and
- Regulatory Costs, Fines & Penalties.

Protection is also provided to You for Business Interruption Loss (Gross Profit or Gross Revenue) that arises from a Cyber Business Interruption Event (discovered and notified to RSA).

First Party cover extends to include following optional insuring clauses:

- Contingent Business Interruption - Named Suppliers or Unnamed Suppliers;
- Payment Card Industry Expenses;
- Cyber Extortion Expenses; and
- Payment Diversion Fraud Loss.

The Insured will also benefit from Breach Response, Confidentiality, Integrity & Availability Costs arising from a Claim first made against the Insured or an Event Discovered:

- Breach Response Costs;
- Reputational & Crisis Management Expenses;
- Emergency Costs & Expenses; and
- Mitigation Costs.

Cyber Response

Our Cyber Notification line is provided by Our Incident managers who provide a 24/7 service. RSA is involved in all Claims from start to finish. RSA have carefully chosen our partners for their expertise in this complex field.

Our Cyber Claims panel consists of experienced experts who have both a global and local presence. They are available to support You as soon as an event is recognised by Us and will be appointed and managed, where required, by RSA and our Incident Managers together with You.

Incident Managers Loss Adjusters	Devise and project manage the action plan to get Your business back on track as soon as possible.
IT Forensics	Provide IT expertise to trace, identify and resolve the source of the issue. They also assist with repairing the damage by recovering any lost data.
Forensic Accountants	Provide an accurate assessment of the financial impairment.
Legal & Defence	<p>Provide data protection and privacy advice in the immediate aftermath of an incident to address legal liabilities on a local, regional and global scale, including the identification and content of any legal notification requirements.</p> <p>RSA partner Legal experts who can provide pragmatic and cost effective claim solutions in partnership with the You.</p>
Public relations advice	Ensures that the business can respond fast to minimise the damage to their reputation, by assessing the gravity of the situation and putting in place the required response plan. This supports the continued success and growth of a brand in the aftermath of a destructive cyber event.
Strategic Reputation & Crisis management	Provide independent strategic reputation management advice, communication support, crisis management and project management for the Insured Persons responsible for implementation of the internal disaster recovery plan or crisis communication plan.

RSA offer a bespoke solution for each Insured. Our Claims panel can also be appointed to provide an independent view, oversee, audit or compliment an Insured's preferred supplier (subject to agreement and policy terms).

Standard Features & Benefits

This policy is an annually renewable insurance, underwritten by Royal & Sun Alliance Insurance Ltd (referred to as 'Insurer', 'RSA', 'We' or 'Us'). The information below provides a summary of the cover provided. For full terms and conditions of the cover, please refer to the policy document a copy of which is available on request.

The following tables provide a summary of the main policy features & benefits and any significant exclusions & limitations.

Features & Benefits	Significant Exclusions or Limitations
<p>Standard Cover</p> <p>"Claims made" policy wording for claims made against the Insured (including liability for claimants costs & expenses) which arises from an insured event.</p> <p>Two key characteristics of a claims-made policy:</p> <ol style="list-style-type: none"> 1) as well as a Period From Date there is also a Retroactive date; this is the earliest date on which a Cyber incident may occur and still be covered under the policy. 2) a claim is typically "made" on the date that you (or your insurer) first receive or record it. <p>When the Insured notify RSA during the Period of Insurance of a Circumstance that might reasonably be expected to produce a claim RSA cover the subsequent claim arising from such a circumstances as though it were made in the Period of Insurance.</p> <p>The insurance provided is on a costs inclusive basis whereby the costs and expenses of the Insured and the costs and expenses of the RSA are included within the limit of indemnity.</p> <p>The Policy limit is on an annual Aggregate basis. An aggregate limit is the maximum amount RSA will pay to settle your claims. This is the total amount RSA will pay in a single year.</p> <p>Cover applies to any current, future or former employee (including Directors, officers, principals or partners), any Subsidiary and someone performing employment duties for whom the Insured or any Subsidiary is legally responsible.</p> <p>Data Liability Event (Third Party Cover)</p> <p>Judgments, settlements, awards, liability, damages, (including claimants costs and expenses), incurred by or behalf of the Insured and Defence Costs in respect of any Claim first made against the Insured.</p> <p>Data Liability Event includes:</p> <ul style="list-style-type: none"> • Loss of Confidential Information which the Insured has agreed in writing or is legally required to treat as confidential; and • breach of Privacy Legislation, any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which the Insured is subject, including but not limited to the Data Protection Act 1998 and EC Directive 95/46/EC (up to and including 24 May 2018) and the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679). 	<p>The Cyber Protection insurance covers non-physical (intangible) data whereas traditional products are usually aimed at the tangible parts of the business.</p> <p>A minimum Excess will apply and this will be shown in the Policy Schedule. The Excess or Waiting Period (applicable to Cyber Business Interruption and Contingent Business Interruption) applies before RSA shall be liable to make any payment.</p> <p>Any subsidiary created or acquired subsequent to inception must be notified to and approved by RSA.</p>

Standard Features & Benefits (continued)

Features & Benefits	Significant Exclusions or Limitations
<p>Network Security Event (Third Party Cover)</p> <p>Judgments, settlements, awards, liability, damages, (including claimants costs and expenses), incurred by or behalf of the Insured and Defence Costs in respect of any Claim first made against the Insured.</p> <p>Network Security Event includes:</p> <ul style="list-style-type: none"> The negligent or inadvertent transmission of malware (any code to erase, deny access to, corrupt, damage, disrupt any network or system or circumvent network security) from a Computer System for which the Insured is legally responsible to a third party; and Failure to secure the Insured's Computer System that results in any Unauthorised Access (Unauthorised access means access to and use of the insureds computer system or network infrastructure by any person not authorised to do so including employees). <p>Multimedia Event (Third Party Cover)</p> <p>Judgments, settlements, awards, liability, damages and expenses and Defence Costs for defamation or other tort related to disparagement and infringement of copyright.</p> <p>Regulatory Costs, Civil Fines & Penalties (Third Party Cover)</p> <ul style="list-style-type: none"> Defence Costs; and Civil fines or monetary penalties payable to and imposed by a regulator or official body empowered to do so. <p>Civil fines & penalties imposed by law are covered unless the penalty or fine is uninsurable by law. A civil penalty is a monetary fine that is designed to compensate for harm. It is distinct from a criminal penalty, since its purpose is not designed to punish the person who the penalty is imposed on. Instead, it is designed to make the other party, who was damaged or injured in some way, whole. Civil penalties, also referred to as civil fines, are exclusively monetary. They are issued by either a judge or a jury, who determines the appropriate amount of the fine that will be accessed.</p> <p>In some cases, a civil penalty may be supplemented by another legal process including administrative sanctions or even criminal charges. After someone is convicted of a crime, the sentencing judge has the discretion to impose a criminal fine on the convicted defendant. It is not possible to insure against liability for a criminal fine or penalty.</p>	<p>Patent Infringement is excluded.</p> <p>Aggravated or punitive damages awarded outside of Great Britain are excluded.</p>
<p>Cyber Business Interruption Loss (First Party Cover)</p> <p>incurred by the Insured resulting from a Cyber Business Interruption Event. Business Interruption Loss includes;</p> <ul style="list-style-type: none"> Gross Revenue or Gross Profit options Increased Cost of Working Cover <p>A Cyber Business Interruption Event includes:</p> <ul style="list-style-type: none"> Unauthorized Access; human error or unexpected technical failure of the Insureds Computer System; damage to or loss of data; and a legally binding order from a regulator causing the unavailability of the Insured's Computer System in response to Data Liability Event or Network Security Event. 	<p>Business Interruption Loss has a Waiting Period that must elapse before recovery of the Business Interruption Loss.</p> <p>Exclusions apply - Please see Section on Policy Exclusions.</p>

Standard Features & Benefits (continued)

Features & Benefits	Significant Exclusions or Limitations
<p>Contingent Business Interruption - Named & Unnamed Supplier Event (First Party Cover)</p> <p>incurred by the Insured resulting from a the unavailability of the Named Supplier or Unnamed Supplier Computer System which arises from a Supplier Event.</p> <p>Contingent Business Interruption Loss includes:</p> <ul style="list-style-type: none"> • Gross Revenue or Gross Profit options; and • Increased Cost of Working Cover. <p>Payment Card Industry Data Security Standard (PCI DSS) (Third Party Cover)</p> <p>Payment Card Industry Expenses in respect of any Claim first made against the Insured which results in legal liability from a breach of Payment Card Industry Data Security Standards (PCI DSS).</p> <p>Cyber Extortion (First Party Cover)</p> <p>Cyber Extortion Expenses to employ the services of an external public relations consultant, crisis management firm, law firm or an independent advisor for the sole purpose of providing guidance to the Insured to investigate and determine the cause of such Cyber Extortion Event to minimise or limit adverse publicity, terminate or mitigate any actual or credible threat of a Cyber Extortion Event.</p> <p>Payment Diversion Fraud (First Party Cover)</p> <p>The criminal, fraudulent or dishonest taking or appropriation of Funds and Money to the deprivation of the Insured.</p> <p>Breach Response, Confidentiality, Integrity & Availability Costs (First Party Cover)</p> <p>Costs incurred by the Insured, following an actual or threatened Data Liability Event or Network Security Event. Remediation Costs include:</p> <ul style="list-style-type: none"> • Notification Costs; • Forensic Costs; • Credit Monitoring Costs; • Identity Theft Costs; • Data Restoration Costs; • Call Centre Costs; or • Legal Services. 	<p>Expenses are reimbursed to the Insured.</p> <p>Any act, error or omission that includes manual intervention or collusion by any Employee, Director, partner or principal of the Insured.</p> <p>Data Restoration Costs do not include expenses to replace hardware or improve software or the value of the data.</p>

Standard Features & Benefits – Cyber Extensions

Features & Benefits	Significant Exclusions or Limitations
<p>Reputation & Crisis Management Expenses</p> <p>Independent advice, communication support, crisis management and project management for the Insured Persons responsible for implementation of the internal disaster recovery plan or crisis communication plan to expedite the disaster recovery or crisis communication plan and minimize or limit any adverse publicity in relation to a Circumstance or Claim.</p>	

Features & Benefits	Significant Exclusions or Limitations
<p>Emergency Costs & Expenses (First Party Cover) Emergency Defence Costs for mitigation where the Insured is unable to seek prior written consent from the Insurer.</p> <p>Mitigation Costs (First Party Cover) Fees and expenses to minimize Loss covered under this Policy.</p> <p>Subsidiaries Automatic 30 days cover for any Subsidiary where its gross consolidated assets do not increase the gross consolidated assets of the Insured by more than ten per cent (10%) (by reference to the Company's most recent consolidated annual accounts).</p>	<p>Automatic cover for a Subsidiary shall not apply where such Subsidiary is situated outside of the United Kingdom and in a country in which the Insured does not already hold a Subsidiary. For new territorial risks Sanctions and local policy and tax legislation require underwriting assessment.</p>

Standard Features & Benefits - Exclusions

Features & Benefits	Significant Exclusions or Limitations
<p>The acts, knowledge or conduct of any Insured shall not be imputed to any other Insured for the purposes of applying the exclusions.</p> <p>This ensures that the actions, knowledge or conduct of one party will not necessarily apply to any other innocent parties that may otherwise have cover under the policy.</p>	<p>Most of the policy exclusions that apply below are usually more appropriately covered under a more specific insurance policy.</p> <p>The exclusions are in alphabetical order.</p> <p>Anti-Trust or Competition Law violation of any antitrust or competition law.</p> <p>Bodily Injury & Property Damage this exclusion does not apply to mental anguish or emotional distress suffered by a Data Subject.</p> <p>Contractual agreement arising contractual term, guarantee or where liability has been assumed or accepted under contract or agreement except to the extent that such liability would have attached in the absence of such agreement.</p> <p>Cyber Business Interruption</p> <ul style="list-style-type: none">Network Interruptions Any interruption or disturbance of electricity, internet, cable, satellite, telecommunication or other infrastructure, including disturbance of services provided by the service provider that hosts the Insured's website, blackouts and brownouts. This exclusion will only apply to such interruptions and disturbances that are outside of the Insured's control.Scheduled interruptions Any schedule interruptions of the Insured's Computers Systems including any downtime that is the result of a planned outage lasting longer than initially planned or expected.Unexpected demand The Insured's failure to anticipate or plan for normal or above normal operational demand for the Insured's Computer System.

Standard Features & Benefits - Exclusions (continued)

Features & Benefits	Significant Exclusions or Limitations
	<p>Financial or Trade Sanctions</p> <p>Fraud or Dishonesty Arising from:</p> <ul style="list-style-type: none"> deliberate, dishonest, criminal, fraudulent act or omission condoned, approved or committed by or on behalf of the Insured; or intentional breach or violation of any duty, obligation, contract, law or regulation; or intentional causing or failure to prevent an Event. <p>This exclusion has a write back for Defence Costs until such there is a final decision of a court, arbitration tribunal or regulator, or a written admission which establishes such behaviour.</p> <p>This exclusion shall not apply to any Loss, which arises directly from such behavior being committed by an Employee without the knowledge, approval or authorization of the Insured.</p> <p>Insured vs Insured sustained by any Insured to the advantage of any other Insured. A typical example of this exclusion would be a parent company bringing a claim against a subsidiary company or vice versa.</p> <p>Intellectual Property rights Patent infringement.</p> <p>Multimedia Event Defamation or other tort related to disparagement to which the Insured is a party and infringement of copyright, registered design, title, slogan, trade secret, trademark, trade name, trade dress, service mark, service name, domain name, breach of moral rights, passing off, plagiarism, piracy, or misappropriation of data. This extension has a write back for coverage provided under the Multimedia Event Insuring clause.</p> <p>Natural Perils & Pollution Electromagnetic radiation earthquake, windstorm or other natural perils and any alleged or threatened pollution.</p> <p>Payment Diversion Fraud Payment Diversion Fraud involving the collusion of an Insured Person.</p> <p>Prior Claims or Circumstances Claim or Event or any incident, circumstance, occurrence, fact matter, act or omission that could lead to a Claim or an Event occurring prior to the Retroactive Date.</p> <p>Retroactive Date This is the earliest date on which a Cyber incident may occur and still be covered under the policy.</p> <p>Securities Claims Any actual or alleged violation of any statutory or common laws, rules or regulations regulating securities, the purchase or sale or offer or solicitation of an offer to purchase or sell securities, issuance or any registration relating to securities.</p> <p>War & Governmental Acts Act of war, invasion, or warlike operations or governmental body depriving the Insured of their assets. This exclusion has a write back for Cyber Business Interruption Loss caused by a legally binding order from a regulator causing the unavailability of the Insureds computer network in response to a Data Liability Event or Network Security Event.</p>

Other Important Information

Claims

Should You wish to make a claim under Your policy please call Our Cyber Incident Managers; as soon as possible.

You will be asked to quote Your Policy Number which can be found on Your Schedule.

Please note that the Cyber Incident number is not a helpline and is provided for a Claim Notification upon the Discovery of an actual, alleged or suspected Event covered under your Cyber Protection Policy.

You must give Us any information or help that We may reasonably ask for. You must not settle, reject, negotiate or agree to pay any claim without Our written permission. Full details of how to claim are included in the Policy document.

Complaints

If You believe that We have not delivered the service You expected, We want to hear from You so that We can try to put things right. If You have cause for complaint You should initially contact the person who arranged the policy for You or the manager of RSA at the address shown on Your quotation or schedule, as appropriate. In the unlikely event that they are unable to resolve Your concerns, Your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive.

RSA
Customer Relations Team
P O Box 255
Wymondham
NR18 8DP

If they cannot resolve the matter to Your satisfaction, they will provide You with our final response, upon which You may be eligible to refer Your case to the Financial Ombudsman Service. This does not affect Your right to take legal action.

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Compensation

Royal & Sun Alliance Insurance Ltd is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if We cannot meet our obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Financial or Trade Sanctions

Please note that Royal & Sun Alliance Insurance Ltd is unable to provide insurance in circumstances where to do so would be in breach of any financial sanctions imposed by the United Nations or any government, governmental or judicial body or regulatory agency. Full details will be provided in Your policy documentation.

Law applicable to the Policy

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Insurance shall be governed and construed in accordance with English law and shall be resolved within the exclusive jurisdiction of the courts of England and Wales.