

Policy wording

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

Special definitions for this section

Advertising

Advertising, publicity or promotion in or of your products or services.

Business activity

The activities shown in the schedule, which you perform in the course of your business.

Defence costs

Costs incurred with **our** prior written agreement to investigate, settle or defend a claim against **you**.

Retroactive date

The date stated as the retroactive date in the schedule.

You/your

Also includes any person who was, is or during the **period of insurance** becomes **your** partner or director or senior manager in actual control of **your** operations.

What is covered

Claims against you

If during the period of insurance, and as a result of your business activity or advertising on or after the retroactive date within the geographical limits, any party brings a claim against you for:

- 1. negligence or breach of a duty of care;
- 2. negligent misstatement or negligent misrepresentation;
- infringement of intellectual property rights including copyright, trademark or moral rights or any act of passing-off;
- breach of confidence or misuse of any information, including personal data which is either confidential or subject to statutory restrictions on its use;
- 5. defamation
- dishonesty of your individual partners, directors or employees, or sub-contractors or outsourcers directly contracted to you and under your supervision;
- 7. any other civil liability unless excluded under What is not covered below;

We will indemnify you against the sums you have to pay as compensation.

We will also pay defence costs, but we will not pay costs for any part of a claim not covered by this section.

Sub-contractors or outsourcers We will indemnify you against any claim falling within the scope of What is covered, Claims against you, which is brought as a result of business activity undertaken on your behalf by any sub-contractor or outsourcer.

Avoiding a potential claim against you

If your client has reasonable grounds for being dissatisfied with the work you have done or which has been done on your behalf, refuses to pay for any or all of it, including amounts you legally owe to sub-contractors or outsourcers at the date of the refusal, and threatens to bring a claim against you for more than the amount owed, it may be possible to settle the dispute with the client by your agreeing not to press for the disputed amount. If so, we will pay you

the amount owed to **you** at that time if **w**e believe that this will avoid a legitimate claim for a greater amount and **w**e have given **our** prior written approval to settling in this way and for this amount.

Alternatively, if it is not possible to reach agreement with the client on this basis but we still believe that by not pressing for the disputed amount **you** will avoid a legitimate claim or counterclaim for a greater amount, we will pay the amount owed to **you** at that time. If a claim is still brought, we will deal with it but **our** total payment, including what we have already paid **you** or on **your** behalf, will not exceed the applicable limit of indemnity shown in the schedule. **You** must return the amount we have paid if **you** eventually recover the debt, less **your** reasonable expenses.



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Once **we** agree to make this payment **you** will assign to **us** such rights as **you** have in relation to the amounts owed to **you**.

We will not make any payment for any part of a claim not covered by this section.

Your own losses

Loss of documents

If during the **period of insurance** any tangible document of **yours** which is necessary for the performance of **your business activity** is physically lost, damaged or destroyed while in **your** possession, **we** will pay the reasonable expenses **you** incur with **our** prior written agreement in restoring or replacing it. The most **we** will pay for the total of all such expenses is the relevant amount shown in the schedule.

Additional cover

Court attendance compensation

If any person within the definition of you, or any employee of yours, has to attend court as a witness in connection with a claim against you covered under this section, we will pay you the amount shown in the schedule as compensation for each day or part of a day that their attendance is required by us. The most we will pay for the total of all court attendances is the amount shown in the schedule.

What is not covered

A. We will not make any payment for any claim or part of a claim or loss directly or indirectly due to:

Matters specific to your business

- 1. any investment of, or direct advice on the investment of, client funds,
- any survey or valuation of physical property for the purposes of a loan or any construction or erection work.
- any operation or administration of any pension or employee benefit scheme or trust fund, or the sale or purchase of or dealing in any stocks, shares or securities or the misuse of any information relating to them, or any breach of any legislation or regulation related to these activities.
- any liability for any breach of any taxation, competition, restraint of trade or anti-trust legislation or regulation.
- any pollution or contamination, including but not limited to noise, electromagnetic fields, radiation, radio waves, pyrite, mica or mould.
- the work of any personnel supplied by you to a client, unless you have breached a duty of care in supplying them.
- 7. a computer or digital technology error. This exclusion does not apply to What is covered 4. provided the computer or digital technology error was committed by you.
- 8. or contributed to by, resulting from or in connection with any:
 - a. cyber attack;
 - b. hacker;
 - c. social engineering communication;
 - d. any fear or threat of 8.a. to 8.c. above; or
 - e. any action taken in controlling, preventing, supressing, responding or in any way relating to 8.a. to 8.d. above.

However, this exclusion will not apply to a **cyber attack** if **you** alone are specifically targeted in isolation by a **hacker** following or in connection with a **computer or digital technology error** (but excluding a **computer or digital technology error** caused as result of any negligent act, error or omission by anyone other than **you**) which is linked to your **business activity** or **advertising** on or after the **retroactive date** within the geographical limits.

- any liability under any contract which is greater than the liability you would have at law without the contract.
- any infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret.

Matters insurable elsewhere

11. anyone's employment with or work for you, or any breach of an obligation owed by you



Policy wording

as an employer.

- the death of or any bodily or mental injury or disease suffered by anyone, unless arising directly from your breach of a duty of care in the performance of a business activity.
- the ownership, possession or use of any land or building, any animal, any aircraft, any watercraft or any motor vehicle.
- 14. the loss, damage or destruction of any tangible property:
 - a. other than documents in your care, custody or control in connection with a business activity for a client; or
 - unless arising directly from your breach of a duty of care in the performance of a business activity.

This clause does not apply to your own loss under the Loss of documents cover in What is covered.

- 15. any discrimination, harassment or unfair treatment.
- the loss, damage or destruction of any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.
- 17. the loss or distortion of any data held electronically.

Directors and officers' liability

- any liability or breach of any duty or obligation owed to you or your shareholders by any of your directors, officers, trustees or board members, including but not limited to:
 - a. any allegation of insider trading:
 - b. any breach of any duty of corporate liability;
 - c. any statement, representation or information concerning you or your business contained in your accounts, reports or financial statements.

Personal liability

- any personal liability incurred by any director, officer, trustee, or board member of yours
 when acting in that capacity or managing your business other than when performing a
 business activity for a client or advertising.
- 20. any supply, manufacture, sale, installation or maintenance of any product.

Deliberate, reckless or dishonest acts

- any statement you knew, or ought reasonably to have known, was defamatory at the time of publication.
- 24. any act, breach, omission or infringement you deliberately, spitefully, dishonestly or recklessly commit, condone or ignore. This does not apply to any claim under the dishonesty cover in What is covered, Claims against you, but we will not in any event provide cover to any party who actually commits, condones or ignores any dishonesty.

Pre-existing problems

25. any shortcoming in **your** work or **your** own loss which **you** knew about, or ought reasonably to have known about, before **we** agreed to insure **you**.

Date recognition

26. date recognition.

Infrastructure interruption

27. any failure or interruption of services provided to you by a third party service provider including but not limited to an internet service provider, telecommunications provider, utility provider, digital certificate authority, domain name system, the provider of technology services including but not limited to cloud computing and other hosted computer resources or other infrastructure providers.

War, terrorism, nuclear, asbestos or space perils

- 28. war, terrorism, nuclear risks, asbestos risks or space perils.
- B. We will not make any payment for:

Claims brought by a related party

1. any claim brought by an insured within the definition of you or any party with a financial, executive or managerial interest in you, including any parent company or any party in which you have a financial, executive or managerial interest, including any subsidiary company. This does not apply to a claim based on a liability to an independent third-party directly arising out of the performance of your business activity.



Policy wording

Restricted recovery rights

2 that part of any claim where your right of recovery is restricted by any contract.

Lost profit and VAT

3. your lost profit, mark-up or liability for VAT or its equivalent.

Trading losses

4. any trading loss or trading liability including those arising from the loss of any client, account or business.

Judicial review

costs incurred or awards of damages arising directly or indirectly from any claim or application for the judicial review of a decision, act or omission under Order 84 of the Rules of the Superior Courts 1986, as amended or as referred to in specialised statutory schemes of judicial review or any similar or successor rules or legislation.

Non-compensatory payments

fines and contractual penalties, tax liabilities or debts, aggravated, punitive or exemplary damages and additional damages under section 128(3) of the Copyright and Related Acts, 2000 or any statutory successor to that section.

Claims outside the applicable courts

any claim, including arbitration, brought outside the countries set out in the schedule under applicable courts.

This applies to proceedings in the applicable courts to enforce, or which are based on, a judgment or award from outside the applicable courts.

How much we will pay

We will pay up to the overall limit of indemnity for this section shown in the schedule unless limited below or otherwise in the schedule. We will also pay for defence costs. However, if a payment greater than the applicable limit of indemnity has to be made for a claim our liability for defence costs will be limited to the same proportion that the limit of indemnity bears to the amount paid. You must pay the relevant excess shown in the schedule.

All claims and losses which arise from the same original cause, a single source or a repeated or continuing shortcoming in your work will be regarded as one claim. This includes such claims and losses arising after, as well as during, the period of insurance.

Special limits

physical damage and injury

Aggregate limit for dishonesty, For claims brought against you arising from dishonesty of your partners, directors, employees, sub-contractors or outsourcers and from the physical loss or destruction of or damage to tangible property and from the death, disease or bodily or mental injury of anyone, the most we will pay is a single limit of indemnity for the total of all such losses and claims and their defence costs.

You must pay the relevant excess shown in the schedule.

Paying out the limit of indemnity

At any stage of a claim, we can pay you the applicable limit of indemnity or what remains after any earlier payment from that limit. We will pay defence costs already incurred at the date of our payment. We will then have no further liability for that claim or its defence costs.

Your obligations

If a problem arises

We will not make any payment under this section:

- unless you notify us promptly of the following within the period of insurance or at the latest within 14 days after it expires for any problem you first become aware of in the seven days before expiry:
 - your first awareness of a shortcoming in any work for a client which is likely to lead to a claim against you. This includes any criticism of your work even though regarded by you as unjustifiable.

If we accept your notification we will regard any subsequent claim as notified to this insurance:

- b. any claim or threatened claim against you;
- your discovery, or the existence of reasonable grounds for your suspicion, that any partner, director, employee, sub-contractor or outsourcer has acted dishonestly;
- your discovery that any tangible document of yours has been physically lost, damaged or destroyed.



Policy wording

2. if, when dealing with your client or a third party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. You must also not reveal the amount of cover available under this insurance unless you had to give these details in negotiating a contract with your client or have our prior written agreement.

Control of defence

This is a duty to defend section. This means that we have the right and duty to defend you against any claim or part of a claim brought against you which is covered by this section and which we consider you have reasonable prospects of successfully defending.

If we do not consider that you have reasonable prospects of defending a claim or part of a claim we have the right but not the obligation to take control of and conduct in your name, the investigation, settlement or defence of the claim or part of the claim. Proceedings will only be defended taking into account the commercial considerations of the costs of defence. We may request that an opinion be obtained from a mutually agreed senior counsel, as to the prospects of you successfully defending a claim or part of a claim. Such opinion shall be binding on you and us. The costs of obtaining such opinion shall be met by us.

Appointment of legal representation If a covered or partially covered claim is brought against you, then we have the right to appoint suitably qualified legal representation to defend you. We may appoint your own solicitor but on a similar-fee basis as our solicitor and only for work done with our prior written approval.

Partially covered claims

If a claim which is only partially covered by this section is brought against you, amounts relating to the non-covered parts of the claim will be deducted from our final settlement. We will not pay costs for any part of a claim not covered by this section. We and you agree to use best efforts to determine a fair allocation of covered and non-covered parts of any claim. If you and we cannot agree on a fair allocation, you and we agree to refer any such dispute to a single arbitrator in accordance with the Arbitration Act then in force.

Payment of full limit of indemnity

We have no duty to defend you against any claim where we pay you the applicable limit of indemnity as described in **How much we will pay**, Paying out the limit of indemnity.

Payment of excess

Our duty to make any payment under this section arises only after the applicable excess is fully paid. The excess will only be eroded by the covered parts of a claim.



Cyber and data insurance

Policy wording

Please read the schedule to see whether you are covered by this section for Your own losses, Claims and investigations against you, Financial crime and fraud or Property damage.

The General terms and conditions, as applicable and the following terms and conditions all apply to this section. In the event of a conflict between the definitions in the General terms and conditions and the Special definitions below, the Special definitions will prevail.

Special definitions for this section

Additional business expenses

The reasonable and necessary additional costs incurred as a direct result of a **cyber attack**, but not including any normal overhead costs, general business expenses, salaries or wages incurred by **you** or any other person or entity entitled to coverage under this section.

Advertising

Advertising, publicity or promotion in or of your products or services.

Applicable courts

The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule. For the purposes of **privacy investigations** and investigations, 'applicable courts' shall mean the countries stated as the applicable courts in the schedule.

Breach

The unauthorised acquisition, access, use or disclosure of, or the loss or theft of, personal data or confidential corporate information which is in your care, custody and control.

Breach costs

The reasonable and necessary costs incurred by **you** with **our** prior written agreement in direct response to an actual or suspected **breach**, including but not limited to:

- 1. legal costs to:
 - a. provide advice to you in connection with your investigation of a breach;
 - assist with the preparation of notifications to any regulator and affected data subjects;
 and
 - c. determine and pursue any indemnity under a written agreement with a third-party;
- 2. breach forensic costs;
- 3. costs incurred to notify:
 - a. each affected data subject of the breach; and
 - any regulatory body, including but not limited to the Data Protection Commissioner's Office, of the breach;

where you are required by any law or regulation to do so or where you do so voluntarily;

- costs you incur to use a third-party call centre to answer enquiries from affected data subjects following notification of the breach to such data subjects;
- 5. credit monitoring costs; and
- costs to monitor the dark web for the appearance of any information accessed in the course of a breach;

but not including any overhead costs, general business expenses, salaries or wages incurred by **you** or any other person or entity entitled to coverage under this section.



Breach forensic costs

Costs you incur for:

- 1. computer forensic analysis conducted by outside forensic experts to:
 - a. confirm whether or not a breach has occurred;
 - b. identify any affected data subjects; and
 - c. stop or contain the breach; and
- legal fees necessary for the preservation of the lawyer-client privilege of forensic reports and findings.

Claim

Any written demand or civil, criminal, regulatory or arbitration proceeding or any assertion of liability or any written demand for financial compensation or injunctive relief first made against you within the applicable courts.

Computer system

Any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

Credit monitoring costs

The reasonable and necessary costs incurred by **you** with **our** prior written agreement to provide cred monitoring services or other credit protection services to each affected **data subject**.

Cyber attack

Any digital attack on or against a **computer system** that is under **your** sole authority or that **you** have complete control over and which is designed to disrupt access to it or its operation, including but not limited to any:

- 1. malicious search engine optimisation;
- 2. malicious clicking on any pay-per-click links;
- 3. crypto-jacking; or
- denial of service attack or distributed denial of service attack.

This does not include a cyber attack against an information technology services provider other than cover provided under What is covered, A. Your own losses, Dependent business interruption.

Cyber operation

The use of a **computer system** by or on behalf of a **state** to disrupt, deny, degrade, manipulate or destroy any data or **computer system** in or of another **state**.

Cyber ransom losses

Following an illegal threat:

- the reasonable and necessary fees of our appointed consultant for advising you on the handling and negotiation of the ransom demand;
- 2. the cost of any ransom demand from the third-party or, if the demand is for goods or services, their market value at the time of the surrender; and
- the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.

Data asset

Any electronic data or software.

Data recovery costs

The reasonable and necessary costs and expenses incurred with **our** prior written agreement to regain access to **your data asset** from back-ups, originals, or other sources, following a covered **claim.**

This does not include:

- costs incurred after it has been established that your data asset cannot be replaced, restored or repaired, or access to it cannot be regained;
- 2. the economic value of your data asset, including the value of any trade secrets:
- costs to restore, update, or replace your data asset to a level beyond that which existed prior
 to the event, unless your data asset can only be replaced, restored or repaired by purchasing
 a newer equivalent; or
- 4. costs to research or develop your data asset or to recreate, gather or assemble facts,



concepts or information needed to reproduce your data asset.

Data subject

Any natural person who is the subject of personal data.

Defence costs

The reasonable and necessary lawyers' and experts' fees and legal costs incurred with **our** prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered **claim**.

Employee

Any individual performing employment duties solely on **your** behalf in the ordinary course of **your business** and who is subject to **your** sole control and direction and to whom **you** supply the instruments and place of work necessary to perform such duties. This does not include **you** or **your** sub-contractors or outsourcers.

Hacker

Anyone, including an **employee** of **yours**, who gains unauthorised access to or unauthorised use of a **computer system** that is under **your** sole authority or that **you** have complete control over or of **your data asset** held by **you** or on **your** behalf.

Illegal threat

Any threat made directly to you from a third-party, including an employee but not you, to:

- damage, destroy or corrupt a computer system that is under your sole authority or that you
 have complete control over, or a data asset you hold electronically or any data for which you
 are responsible, including by specifically introducing a virus; or
- 2. disseminate, divulge or use any electronically held commercial or personal information which:
 - a. you are responsible for; and
 - b. will cause commercial harm if made public,

following any unauthorised external electronic access by that third-party; or

- 3. carry out a cyber attack against you.
- 4. not withdraw from doing anything in 1. to 3. above.

This does not include an illegal threat made to an information technology services provider.

Income

The total income of **your business**, less any savings resulting from the reduced costs and expenses.

Increased costs of working

The reasonable and necessary costs and expenses incurred by **you** for the sole purpose of minimising the **loss of income** during the **indemnity period**, but it cannot exceed the **loss of income** saved.

Indemnity period

The period, in months, beginning at the date the interruption to **your business** commences and lasting for the period during which **your income** is affected as a result of such interruption, but for no longer than the number of months shown in the schedule.

Information technology services provider

Any individual or entity that, pursuant to a written contract with **you**, provides **you** with computer and electronic technology services including any of the following services or systems, where they are hosted by a public cloud or in a data centre you do not own:

- 1. Platform as a Service;
- 2. Software as a Service;
- 3. Webhosting service;
- 4. Email system, intranet or extranet;

However, this does not include any internet service provider, telecommunications provider, utilities supplier, digital certificate authority, domain name system, certificate authority infrastructure, content delivery network or other infrastructure provider.

Insured equipment

Any property shown on the schedule that forms part of a computer system, that is under your sole authority or that you have complete control over and which is used for your business.



Insured person

Any natural person who is, or during the **period of insurance** becomes, a statutory director, partner or officer of **you**.

Loss

Any financial harm caused to your business.

Money

Cash, coin, bank and currency notes, bullion, funds, cheques, registered cheques, travellers' cheques, postal orders, bank drafts and money orders.

Operational error

Any negligent act, error or omission by an employee or supplier of yours in the:

- 1. creation, handling, entry, modification or maintenance of any **data asset** on a **computer system** that is under **your** sole authority or that **you** have complete control over; or
- on-going operation, maintenance (including but not limited to installation, upgrading or patching), and development of a computer system that is under your sole authority or that you have complete control over.

This does not include an operational error on a computer system of an information technology services provider.

PCI charges

Any charges, fines, penalties, levies, costs, recertification costs, expenses, assessments, contractual damages or imposition of liabilities of any nature arising as a direct result of **your** failure to comply with **PCI DSS** due to a **breach**, including any sums in relation to card reissuance or fraudulent transactions.

PCI DSS

Payment Card Industry Data Security Standard or any similar or successor standard or regime.

Personal data

Any individually identifiable information about a **data subject**, including but not limited to such information protected by the Data Protection Acts 1988 - 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.

Privacy forensic costs

The reasonable and necessary costs incurred by **you** with **our** prior written agreement for forensic services conducted by outside forensic experts to assist in the defence of a **claim**.

Privacy investigation

Any official examination, official inquiry or official investigation based on the same circumstances as any **breach** or **claim** under **What is covered**, **B. Claims and investigations against you**, Privacy liability 1. a., b., or d., conducted by any regulator, government department or other legally empowered body within the **applicable courts**.

Privacy investigation costs

The reasonable and necessary lawyers' and experts' fees and legal costs incurred with **our** prior written agreement in investigating, settling, defending, appealing or defending an appeal against a **privacy investigation** or an investigation for any actual or alleged breach of the Data Protection Acts 1988 - 2018 or General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.

Property

Tangible property.

Public relations costs

The reasonable costs incurred with our prior written agreement:

- for a public relations or crisis management consultant to assist you in re-establishing your business reputation and to respond to media reports, including the development and communication of a strategy to repair your reputation;
- 2. to issue statements via email or **your** website and social media accounts, including managing and monitoring **your** social media sites; and
- for any other reasonable and proportionate measures taken to protect or re-establish the reputation of your business.

Regulatory award

Following a **privacy investigation**, any civil or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages, including but not limited to those imposed by any national, federal, state or local governmental body or any licensing organisation, if insurable in the jurisdiction where such award was first ordered, but not including **PCI charges**.



Relevant state

Any state:

- in which the data or computer system affected by a cyber operation is physically located or stored;
- 2. which is a permanent member of the United Nations Security Council:
- 3. which is a member of the Five Eyes intelligence alliance; or
- 4. which is a member of the North Atlantic Treaty Organisation.

Securities

Negotiable and non-negotiable instruments or contracts, in physical or electronic form, which represent **money** or **property**.

Security failure

Any failure by **you** or by others on **your** behalf (including but not limited to **your** sub-contractors and outsourcers) in securing a **computer system** that is under **your** sole authority or that **you** have complete control over against unauthorised electronic accessor use.

This does not include a **security failure** on a **computer system** of an **information technology services provider** other than cover provided under **What is covered, A. Your own losses** Dependent business interruption.

State

A sovereign state.

Social engineering communication

Any request directed to **you** by a person improperly seeking to obtain possession or the transfer to a third-party of **money**, **securities** or **property** that such person or third-party is not entitled to, where such person improperly:

- impersonates or claims to be another person who would be lawfully entitled to possession of or access to, or to authorise transactions in respect of, such money, securities or property had they made such a request; or
- assumes the identity of another person who you reasonably believes exists and would be lawfully entitled to possession of or access to such money, securities or property had they existed and made such request.

Subsidiary

An entity:

- that has been identified in the presentation of the risk for this policy and of which you own more than 50% of the book value of the assets or of the outstanding voting rights on the first day of the period of insurance; or
- domiciled in the European Economic Area (EEA) or the United Kingdom of Great Britain and Northern Ireland, the Channel Islands & the Isle of Man which you acquire during the period of insurance:
 - a. where the turnover at the date of acquisition is less than 10% of your existing turnover;
 - b. where the acquired entity's business is the same as yours; and
 - c. which has not suffered any loss or been subject to any claim with a value greater than the excess, which would have been covered under this section of the policy.

Time excess

The period shown in the schedule as the time excess, being the period immediately following an interruption during which no cover is provided under **What is covered**, **A. Your own losses**, e. Business interruption losses, f. Reputation protection, Operational error, Dependent business interruption.

You/your

Also includes:

- any person who was, is or during the period of insurance becomes your partner, director, trustee, in-house counsel or senior manager in actual control of your operations; and
- any subsidiary including any person who was, is or during the period of insurance becomes a partner, director, trustee, in-house counsel or senior manager of any subsidiary in actual control of its operations.



What is covered

Please read the schedule to see whether Breach costs, Cyber ransom losses, Cyber attack losses, Data recovery costs, Business interruption losses, Operational error or Dependent business interruption are covered by this section

A. Your own losses

If during the **period of insurance**, and in the course of **your business** or **advertising**, **you** discover or reasonably suspect any:

- 1. breach:
- 2. security failure;
- 3. illegal threat; or
- cyber attack against you:

we will pay:

Breach costs

- a. breach costs;
- Cyber ransom losses
- b. cyber ransom losses;

Cyber attack losses

- c. additional business expenses, including but not limited to:
 - i. the increased cost of power;
 - ii. the increased cost of internet usage;
 - iii. the reasonable and necessary costs to restore your search engine rating; and
 - iv. the cost of any malicious pay-per-click clicks,

suffered or incurred by you as a direct result of a cyber attack;

Data recovery costs

d. data recovery costs;

Business interruption losses

- e. your:
 - i. loss of income; and
 - ii. increased costs of working;

resulting solely and directly from a partial or total interruption to **your business** commencing during the **period of insurance** and lasting longer than the **time excess**;

Reputation protection

- i. public relations costs; and
 - your loss of income resulting solely and directly from the damage to your reputation;

Key person cover

- g. the reasonable and necessary costs incurred by you with our prior written agreement to engage a consultant to:
 - undertake the day-to-day work of a senior manager or director to the extent that such individual is unable to fulfil his or her usual responsibilities as a direct result of their time being diverted to the management of a covered breach, security failure, illegal threat or cyber attack; or
 - ii. manage your response to a covered breach, security failure, illegal threat or cyber attack, to enable a senior manager or director to fulfil his or her usual responsibilities.

Breach by suppliers

We will indemnify you against any loss falling within the scope of What is covered, A. Your own losses, 1. breach, which arises as a result of any breach directly caused by a supplier of yours.

Operational error

If you suffer an interruption to your business, which commences during the period of insurance and lasts longer than the time excess, and which is caused by an operational error, we will indemnify you against any:

- 1. loss of income;
- 2. increased costs of working;
- 3. data recovery costs; and



4. public relations costs;

resulting solely and directly from such operational error.

Dependent business interruption

If you suffer an interruption to your business, which commences during the period of insurance and lasts longer than the time excess, and which is caused by an information technology services provider suffering a security failure or cyber attack, we will indemnify you against any:

- 1. loss of income;
- 2. increased costs of working; and
- 3 public relations costs;

resulting solely and directly from such security failure or cyber attack. For the purposes of this cover, the information technology services provider shall be treated as 'you' for the purposes of the definitions of security failure and cyber attack and the definition of computer system shall be extended to include the following services or systems operated by the information technology services provider on your behalf;

- i. Platform as a Service;
- ii. Software as a Service;
- iii. Webhosting service;
- iv. Email system, intranet or extranet.

B. Claims and investigations against you

If during the **period of insurance**, and in the course of **your business** or **advertising** within the **geographical limits**:

Privacy liability

- 1. any party brings a claim against you for any actual or alleged:
 - breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for personal data;
 - b. breach of duty to maintain the security or confidentiality of **personal data** or confidential corporate information; or
 - breach of any contractual duty to maintain the security or confidentiality of personal data, including under a payment card processing agreement with any bank or payment processor or under your public facing privacy policy;

Privacy investigations

2. you are the subject of a privacy investigation;

GDPR investigations

 you are the subject of an official examination, official inquiry or official investigation based on any actual or suspected breach of the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation;

PCI liability

4. any party brings a claim against you for any actual or alleged breach of PCI DSS;

Online liability

- 5. any party brings a **claim** against **you** for any actual or alleged:
 - a. infringement of any intellectual property rights;
 - defamation, including but not limited to trade libel, product disparagement or malicious falsehood; or
 - c. breach of any licence;

which directly arises from:

- i. a cyber attack; or
- ii. alterations or additions made by a hacker;

relating to the content of **your** email, business social media accounts, intranet, extranet or website.



Network security events

- 6. any party brings a claim against you for any actual or alleged:
 - a. transmission of a virus:
 - b. denial of service attack against a third party; or
 - prevention of authorised electronic access to any computer system, personal data or confidential corporate information,

we will pay:

- a. the amount agreed by you and us through good faith negotiation, mediation or some other
 form of alternative dispute resolution to settle the claim or the amount to satisfy a judgment or
 arbitration award against you, including any judgment or award ordering you to pay claimants'
 lawyers' fees and costs;
- b. any regulatory award;
- c. PCI charges;
- d. privacy forensic costs and privacy investigation costs; and
- defence costs, but we will not pay costs for any part of a claim, privacy investigation or investigation not covered by this section.

The following covers, Financial crime and fraud and Property damage are also provided where shown on the schedule:

C. Financial crime and fraud

If during the **period of insurance**, and in the course of **your business** within the **geographical limits**, **you** discover a **loss** directly from:

Electronic theft

 the criminal taking or misappropriation of money, securities, or property belonging to you, as a direct result of a hacker.

For the purposes of this cover the definition of **hacker** does not include any **employee** of **yours**;

Telephone toll fraud

the unauthorised and criminal use by someone, other than you or an employee, operating
outside of premises used for your business, of any telephone lines used by you, including but
not limited to fixed line, voice over internet protocol and mobile;

Social engineering

 the transfer by you of your money, securities or property in direct response to a social engineering communication;

Client social engineering loss

4. a client of yours transferring money, securities or property, which you were entitled to receive, to a third-party in direct response to a social engineering communication sent from a computer system that is under your sole authority or that you have complete control over as a direct result of a hacker.

This does not include a **social engineering communication** sent from a **computer system** that is owned, operated or controlled by an **information technology services provider**.

For the purposes of this cover:

- the client shall be treated as 'you' for the purposes of the definition of social engineering communication; and
- the definition of hacker does not include any of your employees, sub-contractors or outsourcers.

Fraudulent use of your electronic identity

- the fraudulent or dishonest use of the electronic identity of your business, including but not limited to:
 - a. the obtaining of credit in your name;
 - b. the electronic signing of any contract;
 - c. the creation or use of a website designed to copy or imitate that of your business; or
 - d. the use by a third-party of your digital or electronic identity;



we will pay:

- a. the value or amount of any taken or misappropriated **money**, **securities** or **property** or, in the case of telephone toll fraud, the cost to **you** of the fraudulent calls;
- the reasonable and necessary costs incurred with our prior written agreement to extricate
 your business from any contract or arrangement entered into through such fraudulent or
 dishonest use of the electronic identity of your business; and
- c. public relations costs.

D. Property damage

If during the period of insurance and in the course of your business, any insured equipment is rendered unusable as a direct result of a security failure, cyber attack against you, hacker or transmission of a virus, we will cover the costs of repairing or replacing the unusable part up to the corresponding Property damage section limit shown on the schedule.

E. Additional covers

The following additional covers are provided up to the corresponding limit of indemnity shown on the schedule.

Repeat event mitigation

Following any payment under **What is covered A.** to **C.** above, **we** will pay the reasonable and necessary costs and expenses incurred by **you** with **our** prior agreement to:

- upgrade existing hardware or software forming part of a computer system that is under your sole authority or that you have complete control over; and
- 2. obtain risk management advice,

which is necessary to prevent or minimise the chance of a reoccurrence of the event that gave rise to the payment under this section.

Directors' personal cover

r If:

- 1. any insured person suffers a direct financial loss; or
- 2. a claim is brought against an insured person;

in their personal capacity but which would have been covered under this section if the same claim had been brought against **you** or if **you** had suffered the same loss, **we** will cover the **insured person** under this section as if they were **you**.

However, Directors personal cover does not include any cover provided by **Section C. Financial crime and fraud**.

Court attendance compensation

If any individual within the definition of **you** or any **employee**, has to attend court as a witness in connection with a **claim** against **you** covered under this section, **we** will pay **you** the amount stated in the schedule as compensation for each day or part of a day that their attendance is required by **us**.

What is not covered

A. **We** will not make any payment for any **claim**, **loss** or any other liability under this section directly or indirectly due to:

Breach of professional duty

 any claim arising from the provision by you of any professional advice or services. However, this exclusion does not apply to any covered loss under What is covered, B. Claims and investigations against you, 1. Privacy liability.

Contractual liability

2. any liability under any contract which is greater than the liability **you** would have at law without the contract. However, this exclusion does not apply to any covered **loss** under **What is covered**, **B. Claims and investigations against you**, 1. Privacy liability.

Infrastructure failure

 any failure or interruption of service provided by an internet service provider, telecommunications provider, utilities supplier, digital certificate authority, domain name system, certificate authority infrastructure, content delivery network or other infrastructure provider.

Wrongful collection or use 4. of data

 any unlawful collection or processing of personal data, including within the meaning of the General Data Protection Regulation (EU) 2016/679 or any similar or successor legislation or



regulation in any jurisdiction, by you or on your behalf.

Intellectual property

- 5. any actual or alleged infringement, use or misappropriation of any intellectual property, including but not limited to patent, trade secret, copyright, trademark, trade dress, service mark, service name, title or slogan, or any publicity rights violations, cybersquatting violations, moral rights violations, or any act of passing-off. However, this exclusion does not apply to any otherwise covered claim:
 - a. arising directly due to a breach by a third party;
 - b. arising directly due to a security failure; or
 - c. under What is covered, B. Claims and investigations against you, 5. Online liability.

Hack by director or partner 6.

any individual hacker within the definition of you.

Destruction of tangible property

- any loss, theft, damage, destruction or loss of use of any property. However, this does not apply to any:
 - a. breach, which is itself caused by the loss or theft of data; or
 - b. damage covered under What is covered, D. Property damage.

Bodily injury

 any death or bodily injury or disease suffered or alleged to be suffered by anyone. However, this exclusion does not apply to any part of a claim seeking damages for mental anguish or distress where such damages solely stem from a covered claim for defamation or breach of privacy.

System degradation or performance

- 9. any:
 - a. degradation, deterioration or reduction in performance of a **computer system** caused gradually or as a result of the recommended use or **your** ordinary use of the system; or
 - loss of, reduction in or loss of use of bandwidth, unless caused by an identifiable malicious act;

including where caused by increased use of the **computer system** or by steps taken by **you** to upgrade the system. However, this exclusion does not apply to any covered **loss** under **What is covered**, **A. Your own losses**, Operational error.

Outdated systems

10. the use by you of any software or systems that are unsupported by the developer.

Seizure and confiscation

11. any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority, or any order by such authority to take down, deactivate or block access to your computer system.

Damage to property caused by terrorism

12. damage to **property** caused by **terrorism**. This exclusion only applies to the cover under **What is covered, D. Property damage**.

War

13. war.

Cyber operation

14. any cyber operation;

- a. If any relevant state attributes a cyber operation to another state, or asserts that a cyber operation has been carried out:
 - i. in support of; or
 - ii. on behalf of

a state, then for the purposes of this exclusion, a cyber operation shall be deemed to have taken place, and this exclusion will apply. A cyber operation shall still be deemed to have taken place and this exclusion shall still apply if any state, including a relevant state, contradicts or denies the attribution or assertion; or



b. If 14 days from the date that you first notify a claim under this section, there has been no attribution as set out above, we may rely on any reasonable inference as to the attribution of the cyber operation to another state or those acting in support of or on behalf of a state.

If there is any dispute between **you** and **us** as to whether a **cyber operation** has taken place, it will be for **us** to show that this exclusion applies.

Nuclear risks

15. nuclear risks.

Insolvency

16. your insolvency or the insolvency of your suppliers, sub-contractors and outsourcers.

Pre-existing problems

17. anything likely to lead to a **claim**, **loss** or other liability under this section, which **you** knew or ought reasonably to have known about before **we** agreed to insure **you**.

Dishonest and criminal acts

18. any:

- a. fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business, or any knowing or wilful violation of a law, whether committed by you or committed by another whose conduct or violation of the law you have ratified or actively condoned; or
- b. act you knew, or reasonably ought to have known at the time you performed it, would give rise to a claim, loss or any other liability under this section. This includes any statement you knew, or ought reasonably to have known, was defamatory at the time of publication.

However, this exclusion will not apply unless:

- such conduct, violation of the law or act has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding;
- such conduct, violation of the law or act has been established by your admission in a proceeding or otherwise; or
- iii. you or we discover evidence of such conduct, violation of the law or act;

at which time **you** shall reimburse **us** for all payments made by **us** in connection with such conduct, violation of the law or act and all of **our** duties in respect of that **claim**, **loss** or other liability under this section shall cease.

Reckless conduct

 any conduct committed by you in reckless disregard of your or another person's or business' rights or your business interests.

This exclusion does not apply to a covered **claim** for defamation. However, **we** will not in any event make any payment for any **claim** for defamation arising from any statement **you** knew, or ought reasonably to have known:

- a. was defamatory at the time of publication; and
 - i. was untrue; or
 - ii. could not reasonably be proved by you to be true.

Personal social media

20. any post from a social media account that does not belong to your business.

Fraudulent use of your electronic identity

- 21. the fraudulent or dishonest use of the electronic identity of **your business**. However, this exclusion does not apply to:
 - a. any covered claim or loss under What is covered, C. Financial crime and fraud; or
 - any claim under What is covered, B. Claims and investigations against you arising as a direct result of a hacker.

Natural perils

22. earthquake, volcanic eruption, tsunami, fire, flood, storm, lightning, **space perils**, switching of the earth's magnetic poles, frost, explosion or extremes of weather or temperature. However, this exclusion does not apply to any **claim**, **loss** or any other liability arising directly from a **breach**, which is itself caused by such natural peril.



Product Recall

 the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.

Stocks, share, securities

24. any liability or breach of any duty or obligation owed by you regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation.

Cryptocurrency

- 25. any loss, theft, damage, destruction or loss of use of any cryptocurrency.
- B. We will not make any payment for:

Claims brought by a related party

any claim brought by any person or entity within the definition of you or any party with a
financial, executive or managerial interest in you, including any parent company or any party in
which you have a financial, executive or managerial interest.

However, this exclusion does not apply to a **claim** based on a liability to an independent third-party directly arising out of **your business**.

Online liability claims by employees

 any claim under What is covered, B. Claims and investigations against you, 5. Online liability made by any person or entity that you currently employ or engage, or formerly employed or engaged, including but not limited to employees, sub-contractors and outsourcers.

Fines, penalties and sanctions

 criminal, civil or regulatory sanctions, fines, penalties, disgorgement of profits, punitive damages, exemplary damages, treble damages or multiple damages which you are legally obliged to pay, including but not limited to those imposed by any national or local governmental body or any licensing organisation.

However, this exclusion does not apply to:

- a. PCI charges; or
- b. regulatory awards.

Claims outside the applicable courts

 any claim, privacy investigation or investigation brought or commenced outside the applicable courts.

This applies to proceedings in the **applicable courts** to enforce, or which are based on, a judgment or award from outside the **applicable courts**.

Non-specific investigations 5.

any **privacy investigation** or investigation arising from any routine regulatory supervision, inquiry or compliance review, any internal investigation or any investigation into the activities of **your** industry which is not solely related to any actual or alleged breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for **personal data** by **you**.

How much we will pay

We will pay up to the overall limit of indemnity shown in the schedule for the total of all claims under each section or sections within What is covered, including all costs and expenses, unless limited below or otherwise in the schedule.

The amount we pay for a particular type of claim or loss may be further limited in the schedule.

Excess

You must:

- 1. pay the relevant excess shown in the schedule; and
- 2. bear any loss or expense suffered during the time excess in respect of each covered:
 - a. partial or total interruption to your business;
 - loss under What is covered, A. Your own losses, Operational error, Dependent business interruption or Reputation protection f.ii.

The excess shown in the schedule is not payable in respect of any loss for which you have borne the time excess.



72-hour excess waiver

If you notify us within 72 hours of your first awareness of any actual or reasonably suspected breach, the excess will not apply against any losses suffered as a result of the breach. This waiver does not apply to any time excess.

Overheads and business expenses

Any amounts to be paid by **us** shall not include or be calculated based on any of **your** overhead expenses, **your** liability for debt, taxes, lost costs or profits, salaries or wages ordinarily incurred in the performance of **your business**, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving **your** security or performing audits. However, this does not apply to any costs or expenses covered under **What is covered**, **E. Additional covers**, Repeat event mitigation or **What is covered**, **A. Your own losses**, c. Cyber attack losses.

Damage to your insured equipment

For physical damage to **insured equipment** covered under **What is covered**, **D. Property damage**, at **our** option **we** will cover the costs of repairing or replacing the unusable part, not including any **data recovery costs**.

Business interruption for consumers

If you are a consumer falling within the definition of 'consumer' in the Consumer Insurance Contracts Act 2019, following a covered business interruption loss, or a covered loss under What is covered, A. Your own losses, f. Reputation protection, Operational error or Dependent business interruption that renders your computer system fully or partially inoperable and where the impact lasts for longer than the time excess we will pay you the amount per day indicated in the table below based on your income during the policy period that you declared to us at the time of underwriting, up to a maximum of 30 days.

If you did not declare your income to us immediately prior to the current policy period then the most recent income information you provided to us shall be used.

Your income band	Business interruption payment amount (per day)	
€1 - €150,000	€150	
€150,001 - €250,000	€250	
€250,001 - €500,000	€500	
€500,001 - €750,000	€750	
€750,001 - €1,000,000	€1,000	
€1,000,001 - €1,500,000	€1,500	
€1,500,001 - €2,000,000	€2,000	
€2,000,001 - €2,500,000	€2,500	
€2,500,001 - €3,000,000	€3,000	

Business interruption for non-consumers

If you are not a consumer falling within the definition of 'consumer' in the Consumer Insurance Contracts Act 2019, following a covered business interruption loss, or a covered loss under What is covered, A. Your own losses, f. Reputation protection, Operational error or Dependent business interruption we will pay you the difference between your actual income during the indemnity period and the income you earned during the same period of the previous year. If this is your first trading year, we will pay you the difference between your income during the indemnity period and during the period immediately prior to the interruption or loss, less any savings resulting from the reduced costs and expenses you pay out of your income during the indemnity period. We will also pay you for increased costs of working. The amount that we will pay you will be calculated after the indemnity period has fully expired.



Repeat event mitigation

The most we will pay under What is covered, E. Additional covers, Repeat event mitigation is 10% of the amount of the corresponding claim, loss or liability, or the amount shown on the schedule, whichever is lower.

For the costs of upgrading software covered under **What is covered**, **E. Additional covers**, Repeat event mitigation, where any such upgrade requires the purchase of a software license, the most **we** will pay is the cost of a license for 12 months.

Any amount we pay under What is covered, E. Additional covers, Repeat event mitigation, is included within and not in addition to the corresponding limit of indemnity for the event that gave rise to the payment of such mitigation costs.

Directors' personal cover

Any amount we pay under What is covered, E. Additional covers, Directors' personal cover, is included within and not in addition to the overall limit of indemnity for the section within What is covered under which the claim or loss would have been covered if it were brought against, or suffered by, you.

Court attendance compensation

Any amount we pay under What is covered, E. Additional covers, Court attendance compensation, is included within and not in addition to the corresponding limit of indemnity for the event that gave rise to the payment of such compensation.

Control of defence

Defence arrangements

We have the right, but not the obligation, to take control of and conduct in your name, the investigation, settlement or defence of any claim, privacy investigation, investigation or loss.

Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence. **We** may request that an opinion be obtained from a mutually agreed senior counsel as to the prospects of **you** successfully defending a claim or part of a claim. Such opinion shall be binding on **you** and **us**. The costs of obtaining such opinion shall be met by **us**.

We will not pay any costs or expenses for any part of any claim, loss or any other liability not covered by this section.

Paying out the limit of indemnity

At any stage of a **claim**, **loss** or other liability under this section, **we** can pay **you** the applicable limit of indemnity or what remains after any earlier payment from that limit. **We** will pay covered costs and expenses already incurred at the date of **our** payment. **We** will then have no further liability for that **claim**, **loss** or liability, including any costs or expenses.

Payment of excess

Our duty to make any payment under this section arises only after the applicable **excess** is fully paid. The **excess** will only be eroded by the covered parts of a claim.

Your obligations

If a problem arises

We will not make any payment under this section:

- unless you notify us promptly within the period of insurance, or at the latest within 14 days after it expires for any problem you first become aware of in the seven days before expiry, of your first awareness of:
 - a. any claim, loss or other liability under this section; or
 - b. anything which is likely to give rise to a claim, loss or other liability under this section.

If we accept your notification we will regard such claim, loss or other liability as notified to this insurance.

2. if, when dealing with any client or a third party, you admit that you are liable for what has happened or make any offer, deal or payment, unless you have our prior written agreement. You must also not reveal the amount of cover available under this insurance unless you had to give these details in negotiating a contract with your client or have our prior written agreement.



Cyber extortion

We will not make any payment under What is covered, A. Your own losses, b. Cyber ransom losses unless:

- a. we have given our prior written agreement for any fees, costs or amounts incurred by you;
- b. the ransom was paid, or the goods or services were surrendered, under duress;
- before agreeing to the payment of the ransom or the surrender of goods or services, you made all reasonable efforts to determine that the illegal threat was genuine and not a hoax;
- d. an individual within the definition of **you** agreed to the payment of the ransom or the surrender of the goods or services;
- you inform, or allow us to inform, the appropriate law enforcement authorities where any illegal threat was made; and
- you keep us fully informed of all developments concerning any illegal threat or ransom demand.

Cyber attack losses

If you suffer a loss under What is covered, A. Your own losses, c. Cyber attack losses, you must take all reasonable steps to negotiate with the supplier of any services to reduce or waive any charges relating to services that were not legitimately incurred for the purposes of your business. If you do not, we may reduce any payment we make under this section by an amount equal to the detriment we have suffered as a result.

Client social engineering

If you suffer a loss under C. Financial crime and fraud, 4. Client social engineering loss, you must give us all assistance we reasonably require to pursue a recovery against your client, in your name but at our expense.

Your technical obligations

We will not make any payment under this section unless you comply with the following:

Patching

a. If a manufacturer of an application, firmware, software or hardware solution that forms part of your computer systems issues a patch you must deploy the patch on all impacted computer systems within 30 days of the patch being released;

Multifactor authentication

 You have two-factor authentication enforced to control remote access to all of your systems including but not limited to remote desktop, cloud platforms, webmail and other web-based logins

Backups

- c. You must backup all your critical data and critical systems that you need to run your business on at least a weekly basis. This must take the form of at least:
 - i.one offline physical backup kept disconnected from your system at any one given point of time: or
 - iii. one of the following online cloud based backup solutions (i) Microsoft OneDrive, (ii) Google Drive, (iii) iCloud, (iv) AWS Infrequent Access/Glacier,(v) Azure Recovery Services Vault or (vi) an equivalent provider that is ISO27001 certified

Outsourcing

d. For Dependent business interruption, you must ensure that all Information technology services providers that provide you services are ISO 27001 certified or at least Tier 3 or higher certified.

Controls, procedures and security

e. You must ensure that the standard of controls, procedures and security relating to computer systems and data assets presented to us for this policy also apply to at least the same level for all subsidiaries for which cover is provided under this policy. In the event that you acquire a new subsidiary during the period of insurance you must ensure that such standards apply to at least the same level within 45 days of the date of acquisition. We reserve the right to remove cover for this entity if the insured fails to ensure such standards apply within 45 days of the date of acquisition.

