

## Section A – Introduction

### 1. About this Policy

This policy is designed to cover some but not all cyber risks that can impact business computer systems.

The policy consists of:

- (a) this policy document, and
- (b) the Schedule, and
- (c) any endorsements or warranties that the Company applies, and
- (d) the information the Insured has provided in the Proposal.

### 2. Duty of Disclosure

When the Insured applies for insurance, they have a legal duty of disclosure. This means the Insured or anyone acting on the Insured's behalf must tell the Company everything they know (or could be reasonably expected to know) that a prudent insurer would take into account in deciding:

- (a) to accept or decline the insurance, and/or
- (b) the premium to charge and/or
- (c) the terms and conditions of the insurance.

This is an ongoing duty for the duration of this policy and any renewal thereof.

If the Insured or anyone acting on the Insured's behalf breaches this duty, the Company may treat this policy as being null and void and of no effect.

### 3. Defined Words

If a word is capitalised it has a specific meaning as described in Section I – Definitions.

### 4. Headings

The headings in this policy are for ease of reference only. They have no bearing in the construction or interpretation of the policy.

## Section B – Insurance Agreement

In consideration of the payment of the agreed premium to the Company and in reliance on the Proposal, which shall be the basis of this insurance, the Company agrees to indemnify the Insured in the manner and to the extent described in this policy.

## Section C – Coverage

### 1. Breach of Statutory Duties Relating to E-Commerce

The Company will pay, on behalf of the Insured, all sums which the Insured becomes legally obliged to pay as compensation (including liability for claimants' costs and expenses) and Defence Costs resulting from any claim first made against the Insured during the Period of Insurance and notified to the Company in writing as soon as reasonably possible and in any event during the Period of Insurance as a direct result of a breach, by or on behalf of the Insured, of any statutory duty relating to the security or management of information collected or created in the course of Electronic Commerce.

### 2. Business Interruption

The Company agrees to reimburse the Insured for Business Interruption Loss incurred as the direct result of any Cyber Event first discovered during the Period of Insurance and notified to the Company in writing as soon as reasonably possible and in any event during the Period of Insurance.

This Section C2. is subject to the Sub-Limit and to the Time Excess both specified in the Schedule.

### 3. Cyber Crime

The Company will pay the Insured for Loss first discovered during the Period of Insurance and notified to the

Company in writing as soon as reasonably possible and in any event during the Period of Insurance by reason of transferring, paying or delivering any funds, establishing any credit, debiting any bank account, or use of a fraudulent electronic signature, directly caused by the fraudulent input, fraudulent destruction or fraudulent modification of electronic data:

- (a) in the Insured's Computer System; or
- (b) in the Computer System of any Service Provider; or
- (c) during electronic transmission between, stored within or being run within any of the Computer Systems in (a) or (b) above,

committed by a Third Party with the clear intention of causing the Insured Loss.

This Section C3. is subject to the Sub-Limit specified in the Schedule.

### 4. Computer Virus Transmission and Hacking

The Company will pay, on behalf of the Insured, all sums which the Insured becomes legally obliged to pay as compensation (including liability for claimants' costs and expenses) and Defence Costs resulting from any Claim first made against the Insured during the Period of Insurance and notified to the Company in writing as soon as reasonably possible and in any event during the Period of Insurance as a direct result of:

- (a) a Hacking Attack or Virus that has emanated from or passed through the Insured's Computer Systems; or
- (b) a Hacking Attack or Virus that restricts or prevents access to the Insured's Computer Systems' by Third Parties authorised by the Insured to gain such access; or
- (c) the loss or theft of the Insured's data or data for which the Insured is liable or alleged to be liable, arising directly from a Hacking Attack or Virus.

### 5. Cyber Extortion Cover

The Company will pay Cyber Extortion Costs arising solely from a Security Threat first made against the Insured during the Period of Insurance and notified to the Company in writing as soon as reasonably possible and in any event during the Period of Insurance.

Any Cyber Extortion Costs paid under this Section C5. shall be subject to relevant legal requirements and in co-operation with and under the direction of any appropriate criminal enforcement or other authority where required. This Section C5. is subject to the Sub-Limit specified in the Schedule.

Exclusions F16.(d) and F16.(e) do not apply to this Section C5.

### 6. Multimedia Liability

The Company will pay, on behalf of the Insured, all sums which the Insured becomes legally obliged to pay as compensation (including liability for claimants' costs and expenses) and Defence Costs resulting from any claim first made against the Insured during the Period of Insurance and notified to the Company in writing as soon as reasonably possible and in any event during the Period of Insurance as a direct result of unintentional:

- (a) libel, slander or defamation;
- (b) invasion of or interference with the right to privacy, including those of Employees, or commercial appropriation of names or likeness;
- (c) plagiarism, piracy or misappropriation of ideas;
- (d) infringement of copyright, domain name, commercial title or slogan, the dilution or infringement of trademark, service mark, service name or trade name;

all arising directly from: