

CYBER COVER PRODUCT SUMMARY



GET BACK TO
BUSINESS AS USUAL

Cyber Cover Insurance Policy

Please read this document carefully. Full terms, definitions, clauses, conditions and exclusions can be found within the Policy Booklet.

The Cyber Cover policy is underwritten by Royal & Sun Alliance Insurance Ltd, an Insurance Undertaking, and will run for 12 months or as shown on the schedule.

Full details of any Endorsements or Excesses that may apply will be shown in the Policy Schedule and Policy Document.

Fair Presentation of Risk:

You are under a duty to make a fair presentation of the risk to us before the inception, renewal and alteration of your policy. This means that you must tell us about and/or provide to us all material information or tell us and/or provide to us sufficient information to alert us of the need to make further enquiries to reveal such material information. This information needs to be provided in a clear and accessible manner.

Material facts are those which are likely to influence us in the acceptance of the terms or pricing of your policy. If you have any doubts as to whether any information is material you should provide it to us.

Failure to disclose any material fact may invalidate your policy in its entirety or may result in your policy not responding to all or part of an individual claim or class of claims.

In order to comply with your duty to make a fair presentation you must also have conducted reasonable searches for all relevant information held:

- within your business (including that held by your senior management and anyone who is responsible for your insurance); and
- by any other person (such as your broker, intermediary or agent or a person for whom cover is provided by this insurance).

If any changes in circumstances arise during the Period of Insurance please provide full details to the broker, intermediary or agent acting on your behalf.

Section 1: Computer and Cyber

Sub-Section 1 – Cyber Crime

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
• Financial loss as a result of fraudulent input or change of data in your computer system which results in money being taken from your accounts, credit being established in your name or goods, services, property or financial benefit being transferred • The cost of responding, and (with our written agreement) the payment of a ransom demand, if you are the victim of extortion such as a threat of damage to your computer system by virus or hacking or disclosing your data			• Financial loss resulting from actual or alleged fraudulent use of a credit card or debit card • Financial loss resulting from a fraudulent application for credit or the provision of false details in applying for credit or opening an account with you • Hacking by your directors, officers or employees

Section 1: Computer and Cyber *continued*

Sub-Section 2 – Cyber Liability

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Damages and defence costs arising from a claim first made against you during the Period of Insurance and during the course of your business, as a result of: • you or your service provider failing to secure data; • you unintentionally transmitting a virus; or • the content of your website, emails, or anything else distributed by your computer system damaging the reputation of others	• Compensation for court attendance connected to a claim (up to £100 per day for directors and officers and £50 for each employee) • Administrative and contractual fines and penalties up to £25,000 • Cost to withdraw or remove data from the internet to avoid or reduce a claim against you up to £10,000	• Protecting Data – you must have appropriate procedures in place for disposing of and destroying hardware and hard copy files in order to protect data	• Fines or penalties which are not insurable by law (for example, the majority of regulatory fines). Some administrative or contractual penalties are insurable (for example, Payment Card Industry fines are covered by this section of the policy) • Infringement of patents, liabilities associated with products produced or goods, services or advice provided by you • Your failure to keep to any obligations to employees, directors or officers after your data privacy obligations have not been met • Any mistakes in financial reporting of the business • Any cost resulting from action brought against you by any associated companies or other parties insured by your policy

Sub-Section 3 – Data-Breach Expense

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
If you discover during the Period of Insurance that you have failed to keep to your data privacy obligations during the course of your business which results or may result in a data-breach, we will pay the cost of: • investigating, notifying and keeping your customers informed • legal advice • public relations and crisis management expertise • identity theft assistance for your customers or others who have been or may be affected	• Cost for a professional consultant to carry out a security audit following a failure to keep to your data privacy obligations to advise you on how to make improvements (up to £10,000)	• Protecting Data – you must have appropriate procedures in place for disposing of and destroying hardware and hard copy files in order to protect data	• The cost of restoring and recreating data • The cost of correcting any failings in procedures, systems or security

Sub-Section 4 – Cyber Event – Loss of Business Income

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
Loss of income following a cyber event or prevention of access. A cyber event is defined as: • loss, corruption, accidental or malicious deletion of or change to, unauthorised access to, or theft of data; • damage to websites, intranet or extranet sites; • damage or disruption caused by computer virus, hacking or denial of service attack; or	• Accountants fees (up to £50,000)		• Loss of business income caused by or resulting from the failure or interruption of any power supply network or telecommunications network not owned and operated by you, unless caused by or resulting from physical damage to the network or other property • Loss of business income or any other cost arising during the "Time Excess" stated in your Schedule

Section 1: Computer and Cyber *continued*

Sub-Section 4 – Loss of Business Income

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
failure of or variation in the supply of electricity or telecommunications networks owned and operated by you, affecting your computer system, the computer system of a service provider or customer of yours			

Sub-Section 5 – Hardware

Cover	Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
Loss, damage, theft, cyber events and breakdown to your hardware at your premises including: - hardware while it is temporarily removed from the insured premises provided it is in the UK, Channel Islands or Isle of Man - electronic office equipment Cover can also be provided for portable hardware anywhere in the world if shown as operative in the schedule	- Extra hardware (up to £500,000) - Extra hire or lease cost (up to £25,000) - Fire brigade charges (up to £50,000) - Gas-flooding systems (up to £100,000) - Incompatibility of replacement parts or software (up to £100,000) - Recovery of hardware (up to £10,000) - Security guard costs (up to £25,000) - Temporary removal (up to £100,000) - Trace and access (up to £25,000) - Waste-disposal costs (up to £100,000)	- Minimum Standards of Protection (applicable if shown as operative in the Schedule) - Intruder alarm (applicable if shown as operative in the Schedule)	- Any damage covered by any manufacturer's or supplier's guarantee or warranty or any maintenance contract - Any unexplained losses/inventory shortages

Sub-Section 6 – Data Corruption and Extra Cost

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
We will pay for your computer systems and data to be restored to the position that they were in prior to an incident, and meet the extra cost to prevent or reduce the computer system disruptions as a result of a cyber event, damage to hardware or prevention of access Cover also applies to computer systems of service providers who can be located anywhere in the world	- Accountant fees (up to £50,000) - Loss of interest (up to £10,000)		- The cost of data-breach expenses insurable under Sub-Section 3 – Data-breach Expense - Any cost or loss caused by or resulting from the failure or interruption of any power supply network or telecommunications network not owned and operated by you, unless caused by or resulting from physical damage to the network or other property

Applicable to all Sub-Sections of Section 1: Computer and Cyber

Extensions included as standard (subject to certain limits)	Clauses and Conditions	Exclusions
- Costs involved in avoiding corruption (up to £50,000) - Investigation costs (up to £50,000) - Loss prevention measures (up to £50,000) - Temporary and fast-tracked repair costs (up to £100,000 or 50% of the cost of damage, whichever is lesser) - Subrogation Waiver	Clauses 72 hours Clause (applicable to Sub-Section 5) - Losses resulting from or caused by weapons of war - Only one excess will apply in the event of a claim under more than one sub-section of this policy (other than in respect of any time excess which will apply separately) - Payments on Account (applicable to Sub-Section 4 – Cyber Event – Loss of Business Income) - Value Added Tax (applicable to Sub-Sections 4 – Cyber Event – Loss of Business Income and 6 – Data Corruption and Extra Cost) Conditions - Care and maintenance of hardware £250,000 Cyber Attack Limit - Data backup requirement – data must be backed up at least every 7 days - Anti-virus software requirement - Enforcement of your rights against third party - Controlling the investigation, settlement or defence of any claim made against you - Other Insurances – we will only pay our share of the claim even if the other insurer refuses to pay the claim - Salvage and recoveries - General Conditions, Claims Conditions or General Exclusions – where there is any conflict with other parts of the policy, those in this Section shall take precedence	- Losses which occurred prior to inception of cover - Confiscation or damage by any government or other authority - Extortion, blackmail or ransom payments other than that provided under Sub-Section 1 – Cyber Crime - Fines and penalties other than those specifically covered by the Administrative and Contractual Fines and Penalties extension of Sub-Section 2 – Cyber Liability - Indirect loss - Intentional acts - Cost of normal computer system maintenance - Atmospheric or environmental interference of any satellite signal - Your decision to cease trading or the decision of a service provider, customer or supplier to stop, reduce trade or restrict services - Damage due to wear and tear, gradual deterioration, erosion, corrosion, gradual reduction in performance, rust, scratching or chipping - Losses caused by or arising from insolvency or bankruptcy - Damage or liability connected with any nuclear material or hardware within high radioactivity zone, area of any nuclear installation, or at sites or installations involving nuclear material - Damage connected with any weapon or device using atomic or nuclear or similar reaction, force or material - Acts of terrorism (other than in respect of Computer Virus, Denial of Service Attack or Hacking under Sub-Sections 1 – Cyber Crime, 2 – Cyber Liability and 3 – Data Breach Expenses, where insured) - Loss of any description connected with War, or a Cyber Operation or Cyber Action by a sovereign state (subject to it being proven that the Cyber Operation or Cyber Action is attributable to a sovereign state)

Section 2: Terrorism

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
Terrorism - Damage to the property insured under this Policy and loss consequent on interruption to or interference with the Business - Non-Damage Business Interruption as insured by this Policy in England, Wales or Scotland caused by or resulting from an Act of Terrorism.		- Indemnity is subject to: - HM Treasury certifying that an event or events have been an Act of Terrorism - a Tribunal constituted under the terms of Schedule 3 to a Retrocession Agreement between Pool Reinsurance Company Ltd and HM Treasury determining that any Damage was caused by an Act of Terrorism	- Cover applies in England, Wales and Scotland only. It will not extend to include the territorial seas adjacent to England, Scotland and Wales as defined by the Territorial Sea Act 1987 - Riot or Civil Commotion, War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power

Section 2: Terrorism *continued*

Cover	Extensions included as standard (subject to certain limits)	Conditions	Exclusions
• Provided that the liability of the Company shall not exceed in any one Period of Insurance: – in all the total Sum Insured; or – for any item its sum insured or any other stated limit of liability stated in the Schedule or elsewhere in the Policy, whichever is the less.		• Conditions or terms which provide for adjustments of premium based on declarations on expiry of the Period of Insurance will not apply to Terrorism insurance • Any Long Term Agreement applying to this Policy shall not apply to Terrorism insurance	• Any loss or consequential loss from any Nuclear Installation or Nuclear Reactor • Damage to or the destruction of any Computer System or any alteration, modification, distortion, erasure or corruption of Data, whether your property or not, where such loss is directly or indirectly caused by or contributed to by or arising from or occasioned by or resulting from Virus or Similar Mechanism or Hacking or Phishing or Denial of Service Attack • Cover is provided for certain losses caused by remote digital interference (cyber terrorism) but nation state cyber terrorism is excluded • Damage to any Residential Property insured in the name of a Private Individual

General Conditions

• Fair Presentation of the Risk • Reasonable Precautions • Change of Risk or Interest	• Cancellation • Instalments • Contracts (Rights of Third Parties) Act 1999	• Choice of Law • Survey and Risk Improvements	• Fire Extinguishing Appliances • Sanctions, Prohibitions or Restrictions
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Claims Conditions

• Observance of Terms • Action by the Insured	• The Rights of the Company • Fraudulent Claims	• Subrogation • Other Insurances	• Arbitration
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General Exclusions

• Radioactive Contamination	• Pollution or Contamination	• Date Recognition	• Infectious or Contagious Disease
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Full details will be shown in the Policy Booklet.

Further Information

Other features

Please contact your broker, intermediary or agent for details of the payment methods available.

Your right to cancel

If this cover does not meet your requirements, please return all your documents and any certificate to the broker, intermediary or agent who arranged the Policy within 14 days of receipt. We will return any premium paid in accordance with the General Condition – Cancellation.

Cancellation

If you wish to cancel the contract at any other time, please contact the broker, intermediary or agent, who arranged the Policy. Any return of premium will be made in accordance with the General Condition – Cancellation.

How to make a claim

Please contact, in the first instance, the broker, intermediary or agent who arranged the Policy, providing full details, as soon after the incident or circumstance as possible. Please quote your Policy Number.

In the event of a cyber incident (if cover is operative), it is extremely important to act quickly and to get professional support and we can provide access to a network of cyber risk experts who will be able to help with data recovery, investigations or legal support following a data breach, crisis management or public relations.

When making a claim, it is very important that you meet all of the requirements of the policy, particularly Claim Condition 2 Action by the Insured. If you don't, we may not pay part or all of your claim.

How to complain

If you have an enquiry or complaint arising from your Policy, please contact the broker, intermediary or agent who arranged the Policy for you. If the broker is unable to resolve your complaint or it is regarding the terms and conditions of the policy, they will refer it to NIG.

If your complaint is still outstanding, you can write to NIG direct at the following address, quoting your policy number.

RSA Customer Relations Team
PO Box 255
Wymondham, NR18 8DP

Email: rsacustomerrelations@uk.rsagroup.com.

Details of NIG's complaints procedures, including information on what you should expect in response to your complaint, can be found on NIG's website at www.nig.com/contact-us/complaints.

Once you receive a written response and if you remain dissatisfied, you may refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

Exchange Tower, London E14 9SR

Telephone: **0800 023 4567** or **0300 123 9123**.

Their website also has a great deal of useful information: www.financial-ombudsman.org.uk.

Details about our Regulator

NIG policies are underwritten by Royal & Sun Alliance Insurance Ltd who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, registration number **202323**. The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at www.fca.org.uk, or the Financial Conduct Authority can be contacted on **0800 111 6768**. The Prudential Regulation Authority website can be visited at www.bankofengland.co.uk/pru, or the Prudential Regulation Authority can be contacted on **020 7601 4878**.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, should we be unable to meet our liabilities to policyholders, compensation may be available. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

Data Protection

At NIG we are aware of the trust you place in us when you buy our products and our responsibility to protect your information. You can view and/or download our privacy notice from www.rsainsurance.co.uk/privacy-policy/. This tells you what we do with the information we collect about you, how we protect your information, what your rights are under data protection legislation and tells you what we are required to do by law. This includes details of who to contact should you have any concerns about the way in which NIG are using your personal information.

Whoever you are contacting, please always quote your Policy number as it will help your enquiry or complaint to be dealt with promptly.

Please be aware that telephone calls may be recorded for training and monitoring purposes.

