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NIG CYBER COVER

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Cyber cover policy

Introduction

We, U K Insurance Limited (trading as NIG), will provide the insurance described in the policy for the period of insurance.

The policy is a legal contract between:

- you, the person or organisation named as the 'insured' in the schedule; and
- us.

The policy is made up of this policy booklet and the schedule, which confirms the sections you are covered for and any endorsements that apply.

Headings and interpretation

Throughout this policy:

- words or phrases which appear in bold have the meanings shown in the 'Definitions' section;
- headings are only to help you find the information you need, they do not form part of the policy wording;
- words which appear in the singular include the plural and vice versa;
- words in the present tense include the past tense and vice versa; and
- any words after the terms 'including', 'include', 'in particular', 'for example' or any similar expressions are examples and will not limit the meaning of the words.

Making a claim

When you make a claim, it is very important that you meet all of the requirements of the policy, particularly claim condition 1— 'Reporting a claim'. If you don't, we may not pay part or all of your claim

Claims under this policy are managed by HSB Engineering Insurance Limited on our behalf and all claims should be reported to them at:

Claims Department
HSB Engineering Insurance Limited
Chancery Place
50 Brown Street
Manchester
M2 2JT.

Phone: +44 (0) 330 100 3432

Email: new.loss@hsbeil.com

General definitions

The following words and expressions have the meanings shown below wherever they are printed in bold in this policy booklet.

Act of terrorism

An act or threat any person or group (whether acting alone or in connection with any organisation or government) commits for political, religious, ideological or similar purposes, including to influence any government or frighten the public.

Business

Your business activities relating to the 'Business description' shown in the schedule.

Business income

This means:

- the amount of net income (profit or loss before income tax) which you would have earned after the **time excess** if the **cyber event** or **prevention of access** had not happened; and
- normal operating expenses that continue, including ordinary payroll.

Computer equipment

Computers and associated equipment, telecommunications equipment and software and programs used to process **data**, but not including:

- **portable equipment;**
- **electronic office equipment;**
- equipment controlling manufacturing processes, or forming part of machinery; or
- equipment held as stock or which you have manufactured and is intended for sale or repair in the course of your **business.**

Computer system

Hardware, data, computer networks, websites, intranet and extranet sites.

Computer virus

Any malware, program code or programming instruction designed to have a damaging effect on a **computer system.**

Cyber attack

Computer virus, hacking or **denial of service attack** which is not just targeted at you and your **computer system.**

Cyber event

This means:

- 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
- failure of or variation in the supply of electricity or telecommunications networks owned and operated by you;

affecting your **computer system**, or the **computer system** of a **service provider** or customer of yours.

Damage

Total or partial loss, damage, destruction, breakdown or corruption.

Damages

This means:

- financial compensation you have to pay, except for fines, penalties, liquidated damages (agreed damages or penalties you have to pay under contract), punitive or exemplary damages (extra damages to punish you) or aggravated damages (more severe damages to reflect the seriousness of an offence); or
- third parties' costs and expenses you have to pay as a result of a claim being brought against you.

Data

Facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by **hardware**, but not including software and programs.

Data privacy obligations

Legal obligations relating to securing, managing and preventing unauthorised access or use of **data**, and arising under:

- relevant data-protection regulations anywhere in the world associated with the confidentiality of, access to, control of and use of **personal data** which are in force at the time of the **occurrence**;
- guidance from the Information Commissioner's Office or similar organisations worldwide;
- the Payment Card Industry Data Security Standard or other contractual obligations relating to handling credit-card and debit-card information;
- privacy statements and confidentiality agreements.

Defence costs

Costs and expenses we agree to in writing for investigating, settling or defending a claim against you.

Denial of service attack

Malicious and unauthorised attack which overloads any **computer system**.

Directors and officers

Directors, officers, principals, partners or members while they are employed by you and under your control in connection with the **business**.

Electronic office equipment

Photocopiers, fax machines, shredders, addressing machines, franking machines, televisions and associated equipment, DVD and CD recorders and players, video and audio conferencing and projection equipment and associated software and programs.

Employee

This means any:

- person employed, borrowed or hired by you, including apprentices;
- labour master or labour-only subcontractor (or a person supplied by any of them);
- self-employed person;
- person taking part in any government or otherwise authorised work experience, training, study, exchange or similar scheme;
- person doing voluntary work for you; or
- person supplied to you under a contract or agreement which states that they are in your employment;

when they are working for you in connection with your **business**, but not including your **directors and officers**.

Excess

The amount of your claim, as shown in the schedule, that we will not pay.

Hacking

Unauthorised or malicious access to any **computer system** by electronic means.

Hardware

Computer equipment, portable equipment and **electronic office equipment** and software shown in the schedule.

Indemnity period

The period during which you suffer a loss of **business income** or have to pay extra costs, starting on the date of the **cyber event, damage to hardware** or **prevention of access** and ending no later than the last day of the **indemnity period** shown in the schedule.

Insured location

Any location shown in the schedule as an **insured location**.

Limit of liability

The most we will pay for claims arising from one **occurrence**, regardless of the number of people or organisations insured by your policy. The **limit of liability** is shown in the schedule.

Occurrence

One event or a series of events arising out of or in connection with the same cause, source or event.

Period of insurance

The period of time, as shown in the schedule, during which you are covered by the policy, unless it is cancelled.

Personal data

Information which could identify a person or allow identity theft or other fraud to take place.

Portable equipment

Laptops, palmtops, notebooks and tablet computers, removable satellite-navigation systems, digital cameras and smartphones and associated software and programs.

Prevention of access

Preventing access to, or use of, your **computer system** following:

- **damage** to any property within a mile of an **insured location** or the premises of your **service provider**;
- a public or police authority using its powers to protect life or property, or to get access to damaged property; or
- a third party illegally occupying premises.

Service provider

A business that you hire under a written contract to perform services on your behalf in connection with your **business**.

Sum insured

The amount shown as the '**sum insured**' in the schedule.

Territorial limits

The **territorial limits** shown in the schedule.

Time excess

The time period, as shown in the schedule, we will not pay any loss of **business income** for.

General conditions

The following general conditions apply to this policy along with the conditions applying to each section you are covered for. If you do not keep to any condition of the policy, and that condition is relevant to your claim, we may refuse to pay part or all of your claim.

1 72 hours clause

For any claim resulting from earthquake, storm or flood, all **damage** or other loss arising within a 72-hour period will be considered to be a single **occurrence** and so there will be a single **sum insured** and a single **excess** or **time excess**. You can choose the moment the 72-hour period starts, as long as it ends within the **period of insurance**.

2 Abandonment

You are not entitled to abandon your **hardware** whether or not we have taken possession of it.

3 Your rights to cancel your policy

a Cooling-off period

You have 14 days to make sure that you are happy with the cover provided. You can cancel the policy by returning the **schedule** to your broker, intermediary or agent, who must send it on to us. This 14-day period, known as the 'cooling-off period', starts on:

- the day you receive your policy; or
- the date the **period of insurance** starts;

whichever is later.

If you do cancel the policy within the cooling-off period, as long as you have not made a claim, we will refund all the premium you have paid. If you have made a claim, you will not get a refund.

b After the cooling-off period

You can cancel your policy at any time during the **period of insurance** by returning the **schedule** to your broker, intermediary or agent, who must send it on to us. If you have made a claim, you will not get a refund. If you have not made a claim, we will cancel the policy and send you a refund. That refund will be a percentage of the year's premium, based on the number of days left in the **period of insurance**. If the amount of premium you have actually paid does not cover the period you have been insured for, you must pay us the difference.

4 Our rights to cancel your policy

We may cancel your policy if you do not keep to:

- claim condition 2 – 'Fraudulent claims';
- general condition 5 – 'Caring for your hardware';
- general condition 14 – 'Paying the premium'; or
- general condition 15 – 'Right to survey'.

If we cancel your policy because you have not kept to claim condition 2 – 'Fraudulent claims' – cancellation will be immediate from the date of the fraudulent act relating to your claim. We may keep any premium you have paid and we may also report the matter to the police and any other relevant organisations.

If we cancel your policy because you have not kept to the general conditions, we will send at least 14 days' written notice to the address we have for you. If you have not made a claim, we will refund a percentage of the premium based on the number of days left in the **period of insurance**. If you have made a claim you will not get a refund and you must pay us any amount you still owe for the period you have been insured for.

If you have not kept to general condition 12 'Fair presentation of the risk' – we may treat your policy as if it had never existed but we may keep any premium you have paid. We may also report the matter to the police and any other relevant organisations.

5 Caring for your hardware

You must do the following.

- Make sure that your **hardware** is maintained, inspected and tested as recommended by the manufacturer.
- Keep a record of all maintenance and **data** back-up procedures and maintenance carried out, and let us check those records.
- Take all reasonable steps and precautions to prevent or reduce **damage** or other loss covered by your policy.
- Not continue to use **hardware** after **damage**, unless we have given our written permission.

If you do not keep to this condition we may:

- refuse to pay part or all of your claim; and
- cancel your policy (see general condition 4 – 'Our rights to cancel your policy' – above).

6 Change in risk

Your cover will not be affected by any act, failure to act or change in circumstance which increases the risk of **damage**, loss of **business income** or a claim for **damages** or other loss covered by your policy and which you could not have known about or controlled.

As soon as you (or anyone acting for you) become aware of any act, failure or change in circumstance which may affect the policy, you must tell us as soon as possible and keep to any extra terms and conditions we set other than in accordance with:

- a Extra cover 1 Extra hardware under Section 5, of this policy; or
- b General condition 12 – ‘Fair presentation of the risk’

This applies to any change of circumstance which arises, whether before or during the **period of insurance**, including before we renew your policy.

7 Choice of law

You and we may choose which law will apply to this contract. English law will apply unless both we and you agree otherwise.

We have provided this policy booklet and other information in English and we will continue to communicate with you in English.

8 Contracts (Rights of Third Parties) Act 1999

Any person or company who is not named in the schedule has no right under the Contracts (Rights of Third Parties) Act 1999 (or any other law) to enforce any term of the policy.

9 Cyber attack limit

The ‘Cyber attack limit’ is the most we will pay in total for the **period of insurance** (regardless of the number of **occurrences**, claims or claimants) for all claims, costs or losses that are the result of **cyber attack**. The ‘Cyber attack limit’ is shown in the schedule and will be reduced by any amount we have already paid for claims, costs or losses that are the result of **cyber attack**.

The most we will pay under any section of your policy for each **occurrence**, or under section 2 – ‘Cyber liability’ – for all claims we accept that arose from one **occurrence** and are the result of **cyber attack**, is:

- the total of the **sums insured** or **limits of liability** and any ‘Extra cover limits’ for the section (as long as the section or the extra cover is relevant to a claim); or
 - the ‘Cyber attack limit’ (as reduced by any amount previously paid);
- whichever is lower.

10 Data backup

You must back up original **data** at the frequency shown in the schedule for ‘Data backup’.

If a **service provider** processes or stores **data** for you, you must make sure that the terms of the contract between you and the **service provider** allow **data** to be backed up in line with this condition.

You must take precautions to make sure that all **data** is stored safely.

If you have failed to keep to this condition, we may still pay a claim if you can show that formal procedures are in place to keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond your control.

11 Defence software

Your **computer system** must be protected by a virus-protection software package which is:

- licensed to you;
- paid for and not freely available; and
- updated within the frequency shown against ‘Defence software’ in the schedule.

Your **computer system** must also be protected by a firewall on all external gateways to the internet, and that firewall must be maintained.

12 Fair presentation of the risk

- a You have a duty to make to us a fair presentation of the risk before:
 - i the inception of this policy;
 - ii an alteration made to this policy, concerning changes in the risk which are relevant to the proposed alteration; and
 - iii the renewal of this policy; and

- b** In the event of a breach of such duty, if the breach is:
- i** deliberate or reckless, we may:
 - a** in relation to an alteration made to this policy, (notwithstanding the references to notice period and the refunding of premiums in general condition 4 – ‘Our rights to cancel your policy’) by written notice to you at your last known address treat this policy as cancelled with effect from the time when the alteration was made and retain any premiums paid;
 - b** in relation to the inception or renewal of this policy, avoid this policy and refuse all claims and retain any premiums paid;
 - ii** neither deliberate nor reckless and we would not have:
 - a** in relation to an alteration made to this policy, agreed to the alteration on any terms, we may treat this policy as if the alteration was never made, but in that event we:
 - i** will return any extra premium paid; or
 - ii** may (where the total premium was reduced as a result of the alteration), reduce proportionately the amount to be paid on a claim arising out of events after the alteration. We will pay on such claim a percentage of what we would otherwise have been liable to pay (whether on the original terms, or as varied), based on the total premium actually charged compared to the original premium charged; or
 - b** entered into this policy on any terms, we may avoid this policy and refuse all claims but will return any premiums paid; or
 - iii** neither deliberate nor reckless and we:
 - a** would have entered into this policy or agreed to the alteration made to this policy, but on different terms (other than terms relating to the premium), this policy or the alteration (as applicable) will be treated as if it had been entered into on those different terms if we so require; and
 - b** in respect of an alteration made to this policy:
 - i** would have agreed to the alteration, but would have charged an increased premium by more than we did or (in the case of an unchanged premium) would have increased the premium, we may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what we would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the premium that we would have charged;

- ii** (where the total premium was reduced as a result of the alteration), would have agreed to the alteration and we would have increased the premium, would not have reduced the premium, or would have reduced it by less than we did, we may reduce proportionately the amount to be paid on a claim arising out of events after the alteration.

We will pay on such claim a percentage of what we would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms provided for by virtue of item **b iii a** above), based on the total premium actually charged compared to the original premium if we would not have changed it, and otherwise the increased or (as the case may be) reduced total premium we would have charged.

- c** would have entered into this policy (whether the terms relating to matters other than the premium would have been the same or different), but would have charged a higher premium, we may reduce proportionately the amount to be paid on a claim.

We will pay on such claim a percentage of what we would otherwise have been liable to pay (making provision for any different terms referred to in item **b iii a** above), based on the premium actually charged compared to the higher premium.

- c** We shall be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by us), in relation to a breach of the duty to make to us a fair presentation of the risk.

13 More than one insured

If more than one 'Insured' is named in the schedule, the first named insured will receive all notices and agree any changes to the policy and will be treated as acting for all the named insureds. We will not remove any named insured without their permission.

For any claim, the total amount we will pay will not be more than the **sum insured** or **limit of liability**, regardless of the number of people or organisations insured by the policy.

14 Paying the premium

You must pay the premium on or before the start of the **period of insurance** or on dates agreed by us.

If you do not pay a premium on time, we may cancel the policy (see general condition 4 – 'Our rights to cancel your policy' – on page 6).

15 Right to survey

If we ask, you must give us access to your **insured location** at an agreed date and time to carry out a risk survey.

If you do not keep to this condition we may cancel the policy (see general condition 4 – 'Our rights to cancel your policy' – on page 6).

16 Tax

Any claim we pay will not include VAT, unless you cannot recover part or all of the VAT you have paid.

Claim conditions

The following claim conditions apply to this policy along with the conditions applying to each section you are covered for.

1 Reporting a claim

As soon as you know about any incident or circumstance that may result in a claim you must do the following.

- a** Take all reasonable steps and precautions to prevent further **damage**, loss of **business income** or other loss covered by your policy.
- b** Immediately tell the police about any loss or **damage** relating to crime and get a crime reference number.
- c** Tell the broker, intermediary or agent who arranged your policy (or HSB Engineering Insurance Limited), providing full details, as soon after the incident or circumstances as possible.
- d** In the case of you knowing about an incident or circumstance that has resulted in, or may result in:
 - a claim being made against you;
 - you receiving a demand for **damages**;
 - you receiving a notice of regulatory action; or
 - you receiving a notice of any other process seeking **damages**;
 give the broker, intermediary or agent who arranged your policy (or HSB Engineering Insurance Limited) full details within 14 days.
- e** In the case of **damage**, loss of **business income** or other loss that is covered by your policy and is caused by riot, civil commotion, strikers, locked-out workers or people taking part in labour disturbances, give the broker, intermediary or agent who arranged your policy (or HSB Engineering Insurance Limited) full details within 14 days.
- f** Immediately send HSB Engineering Insurance Limited every letter, writ, summons or other document you receive in connection with the claim or circumstance, and record all information relating to a claim against you covered under section 2 – ‘Cyber liability’.
- g** Keep any damaged **hardware**, other property covered by your policy and other evidence, and allow it to be inspected.
- h** Co-operate fully and provide all the information needed to investigate the claim or circumstance.

- i** Give HSB Engineering Insurance Limited details of any other insurance you have which may cover **damage**, loss of **business income**, **damages**, **defence costs** or other loss covered by this policy.

You must not admit responsibility or liability, or agree to pay any money or provide any services on our behalf, without written permission from HSB Engineering Insurance Limited.

2 Fraudulent claims

In the event of any claim under the policy being submitted which in any respect is intentionally exaggerated or fraudulent or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain benefit under this policy, we:

- a** shall not be liable to pay the claim;
- b** may recover from you any sums paid by us to you in respect of the claim; and
- c** may (notwithstanding the references to notice period and the refunding of premiums in general condition 4 – ‘Our rights to cancel your policy’) by written notice to you at your last known address treat this policy as having been cancelled with effect from the time of the fraudulent act and may:
 - i** refuse all liability to you under this policy in respect of any event that gives rise to our liability occurring after the time of the fraudulent act; and
 - ii** retain any premiums paid under this policy.

3 Enforcing your rights

We may, at our expense, take all necessary steps to enforce your rights against any third party, other than in circumstances explained under ‘Waiver of subrogation rights’ on page 21. We can do this before or after we pay a claim. You must not do anything before or after we pay your claim to affect our rights and you must give us any help and information we ask for.

You must take reasonable steps to make sure that you protect your rights to recover amounts from third parties.

4 Controlling defence

We can, but do not have to, take control of investigating, settling or defending any claim made against you. We would take this action in your name. If necessary, we will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. We may appoint your solicitor, but only on a fee basis similar to that of our own solicitor, and only for work done with our permission in writing. We will only defend claims if we think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

5 Other insurances

If there is any other insurance covering your claim, we will only pay our share, even if the other insurer refuses to pay the claim.

6 Salvage and recoveries

If you have made a claim and you later recover your **hardware**, or recover money from a third party, you must tell HSB Engineering Insurance Limited immediately. If we have paid the claim, you may have to give the **hardware** or money to us.

If a claim has been paid and we recover your **hardware**, or recover money from a third party, you will receive any proceeds above the amount we paid you in connection with the claim.

Any amount due from you or us must be paid as soon as reasonably possible.

7 Arbitration

If there is a dispute over the amount to be paid under this policy for a claim we have accepted, that dispute will be referred to an arbitrator, who will decide the matter in line with English law. The arbitrator will be appointed by you and us in line with the relevant English law in force at the time.

8 One excess

For claims under more than one section, only one **excess** will apply to the claim, and it will be whichever of the relevant excesses is higher. The **excess** will apply separately from any time **excess**.

General exclusions

These general exclusions set out what is not covered under this policy.

We will not pay any claim resulting from the following.

1 Circumstances before your policy started

- a Circumstances which existed before any cover provided by your policy started, and which you knew about.
- b Claims or circumstances which you have already reported, or which you should have reported, to a previous insurer before the **period of insurance**.

2 Confiscation

Your property being confiscated or damaged by, or under the order of, any government, public or police authority, other than:

- to protect life or prevent **damage** to property; or
- as the result of a regulatory investigation after you have failed, or allegedly failed, to keep to your **data privacy obligations**.

3 Excess

The amount specified as the 'Excess' in the schedule.

4 Extortion or ransom

Any extortion, blackmail or ransom payments or demands, other than in connection with cover provided by section 1 – 'Cyber crime'.

5 Fines and penalties

Any fines, penalties, punitive or exemplary damages (extra damages to punish you) other than those specifically covered by Extra cover 2 – 'Fines and penalties' – in section 2.

6 Indirect loss

Penalties you have to pay under a contract for any delay or in connection with guarantees of performance or efficiency.

7 Intentional acts

Any intentional act, or failure to act, by you or your **directors and officers**, unless the act or failure to act is a measure to prevent or minimise injury, **damage** to your **hardware**, loss of **business income** or a claim for **damages**.

8 Nuclear risks

- a Ionising radiation from, or contamination by, radioactivity from any nuclear fuel or nuclear waste, or from burning nuclear fuel.
- b The radioactive, toxic, explosive or other dangerous properties of any nuclear installation, reactor or other nuclear equipment, or any nuclear part of them.
- c Any weapon or device using atomic or nuclear fission, fusion or similar reaction, or radioactive force or material.
- d The radioactive, toxic, explosive or other dangerous properties of any radioactive material.

9 Normal upkeep

The cost of normal **computer system** maintenance.

10 Sanctions laws and regulations

We will not provide cover, pay any claim or provide any benefit under this policy (including returning premium) if by doing so it would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

11 Telecommunications systems

Atmospheric or environmental conditions causing temporary interference with any satellite signal.

12 Terrorism

- a Any **act of terrorism**, regardless of any other cause or event contributing to the **damage**, loss of **business income** or other loss.
- b Civil commotion in Northern Ireland.
- c Any action taken to control, prevent, suppress or in any way deal with any **act of terrorism**.

Computer virus, hacking or denial of service attack will not be regarded as an **act of terrorism**.

13 Trading risk

Your commercial decision to stop trading, or the decision of a **service provider**, customer or supplier of yours to stop or reduce trade with you or restrict services.

14 War

War, invasion, hostilities (whether war is declared or not), civil war, rebellion, revolution or uprising.

(This general exclusion 13 does not apply to any **damage**, loss of **business income** or other loss resulting from, or caused by, weapons of war which were not discovered before the start of the **period of insurance**, as long as there is no war in the country your **hardware** is in during the **period of insurance**.)

15 Wear and tear

Losses due to:

- wear and tear, gradual deterioration or rust;
- scratching or chipping of painted or polished surfaces;
- erosion or corrosion; or
- gradual reduction in performance.

However, we will pay for loss resulting from the causes above which we would otherwise have paid under your policy.

16 Your insolvency or bankruptcy

Your insolvency or bankruptcy.

Section 1 – Cyber crime

As well as the claim conditions, general conditions and general exclusions, the following terms and conditions apply under section 1.

What we will pay for

We will pay for the following which arise during the **period of insurance**.

- a** Your financial loss as the result of a fraudulent input, destruction or modification of **data** in your **computer system**, or the **computer system** of your **service provider**, which results in:
- money being taken from any account;
 - goods, services, property or financial benefit being transferred; or
 - any credit arrangement being made;
- as long as you have not received any benefit in return, and you cannot recover the loss from a financial institution or other third party.
- b** The cost of proving that transactions are fraudulent and that contracts or agreements were entered into fraudulently.
- c** Your liability to make any payment to your telephone service provider as the result of **hacking** into your **computer system**.
- d** The cost of responding, and with our written agreement the payment of a ransom demand, if anyone has or threatens to:
- cause **damage** to or disrupt your **computer system** by introducing a **computer virus**, or to initiate a **hacking attack** or **denial of service attack** against you;
 - release, publish, corrupt, delete or alter **data** from your **computer system** if this would cause you commercial or financial harm or damage your reputation; or
 - fraudulently or maliciously use your **computer system** to cause a loss to you or a third party;

as long as you can demonstrate that you have good reason to believe that the threat is not a hoax, and you have reported it to the police.

How much we will pay

The most we will pay for each **occurrence** is the **sum insured** plus any 'Extra cover limits' shown for section 1 in the schedule, regardless of the number of people or organisations insured by your policy. If the **occurrence** is the result of a **cyber attack**, the amount we pay may be limited by the 'Cyber attack limit'. The 'Cyber attack limit' is shown in the schedule and is explained more fully in general condition 9 – 'Cyber attack limit'.

What we will not pay for

We will not pay for the following.

1 Credit-card or debit-card fraud

Any financial loss resulting from actual or alleged fraudulent use of a credit card or debit card.

Section 2 – Cyber liability

As well as the claim conditions, general conditions and general exclusions, the following terms and conditions apply under section 2.

For the purposes of this section 2, references to 'you' also mean any of your **employees** or **directors and officers**.

What we will pay for

We will pay **damages** and **defence costs** arising from a claim first made against you during the **period of insurance**, and in the course of your **business**, as a result of the following.

- a** You or your **service provider** failing to secure, or prevent unauthorised access to, publication of or use of **data** (including any interference with any right to privacy or publicity, breach of confidence or your **data privacy obligations**).
- b** You unintentionally transmitting, or failing to prevent or restrict the transmission of, a **computer virus**, **hacking attack** or **denial of service attack** from your **computer system** to a third party.
- c** Loss of reputation (including that of a product) or intellectual property rights being broken, limited or undermined as a result of:
 - the content of any emails distributed by your **computer system**;
 - the content of your website;
 - online promotional marketing material; or
 - other **data** processed or distributed by your **computer system**.

How much we will pay

The most we will pay for all claims we accept under the policy arising out of one **occurrence** is the **limit of liability** plus any 'Extra cover limits' shown for section 2 in the schedule, regardless of the number of claims or claimants. If the **occurrence** is the result of a **cyber attack**, the amount we pay may be limited by the 'Cyber attack limit'. The 'Cyber attack limit' is shown in the schedule and is explained more fully in general condition 9 – 'Cyber attack limit'.

Defence costs

Any **defence costs** we pay will be within, not on top of, the **limit of liability**.

Paying out the limit of liability

For any and all claims arising out of any one **occurrence** we may pay the full **limit of liability** that applies to that **occurrence**.

When we have paid the full **limit of liability** for claims arising out of one **occurrence**, we will not pay any further amounts for claims arising from the same **occurrence** or for associated **defence costs** arising after we pay the full **limit of liability**.

Extra cover

If we have agreed to provide any of the extra cover below, this will be shown in the extra cover limits in the schedule and we will not pay more than these limits for each **occurrence**.

1 Attending court

We will pay you compensation, at the rates shown in the schedule, if we ask you to attend court as a witness in connection with a claim made against you that is covered under this section.

2 Fines and penalties

Following a claim against you, we will pay fines, penalties, liquidated **damages** (agreed damages or penalties you have to pay under a contract) and **defence costs** which you become legally obliged to pay as the result of you not keeping to your **data privacy obligations**, except for fines and penalties which you cannot insure against by law.

3 Removing data

We will pay the cost of withdrawing or removing **data** from the internet or other source available to the public, as long as that would avoid or reduce a claim against you.

Special conditions applying to section 2

If you do not keep to any condition of the policy, and that condition is relevant to your claim, we may refuse to pay part or all of the claim.

1 Protecting data

You must make sure that the appropriate procedures are in place for disposing of and destroying **hardware** and hard copy files in order to protect **data**.

What we will not pay for

We will not pay for any **damages**, liability, expense or **defence costs** arising from the following.

1 Associated companies or other insured parties

Any claim brought against you by:

- another person named as 'Insured' in the schedule;
- any of your parent or subsidiary companies; or
- any company which you are a director, officer, partner or employee of and have a financial interest in.

This exclusion does not apply to **personal data** relating to **employees** or **directors and officers** as long as any benefit they receive is no more than any third party would receive.

2 Deliberate defamation or disparagement

Defamatory or disparaging statements or publications made deliberately or recklessly if a reasonable person could anticipate that the statements could result in a claim against you.

3 Employers' liability

You failing to keep to any obligation you have to your **employees** or **directors and officers**, unless this is specifically insured by your policy after your **data privacy obligations** have not been met.

4 Financial reporting

Any mistakes in financial statements or representations concerning your **business**.

5 Legislation and regulations

You actually or allegedly breaking any taxation, competition, restraint of trade, competition or anti-trust law or regulation.

6 Patent

Any patent being infringed (broken, limited or undermined) without the patent holder's permission.

7 Product liability or professional indemnity

Goods, products or software you have sold, supplied, manufactured, constructed, installed, maintained, repaired, altered or treated, or any inadequate or incorrect advice or services you have provided.

Section 3 – Data-breach expense

As well as the claim conditions, general conditions and general exclusions, the following terms and conditions apply under section 3.

For the purposes of this section 3, references to 'you' also mean any of your **employees** or **directors and officers**.

What we will pay for

If, during the **period of insurance**, you discover that you have failed to keep to your **data privacy obligations** in the course of your **business**, we will pay the following.

- a The cost of hiring professional legal and forensic information-technology services to investigate and tell you how you should respond.
- b The cost of informing affected parties, the regulator of data privacy issues and other relevant third parties or organisations worldwide.
- c The cost of providing the following support services to affected parties as the result of you failing to keep to your **data privacy obligations**.
 - Credit monitoring, protecting against identity theft and helping affected parties to correct their credit records and take back control of their personal identity.
 - Providing a helpline to respond to enquiries after informing affected parties.

These services will only be provided for 12 months, and only if:

- the **data privacy obligations** you have failed to keep to relate to **personal data**; or
 - you must provide the relevant service under your **data privacy obligations**.
- d Public-relations and crisis-management expenses, if we have agreed in writing, for communicating with the media, your customers and the public to minimise damage to brands and **business** operations, and any damage to your reputation.

How much we will pay

The most we will pay for each **occurrence** is the **sum insured** plus any 'Extra cover limits' shown for section 3 in the schedule, regardless of the number of people or organisations insured by your policy. If the **occurrence** is the result of a **cyber attack**, the amount we pay may be limited by the 'Cyber attack limit'. The 'Cyber attack limit' is shown in the schedule and is explained more fully in general condition 9 – 'Cyber attack limit'.

Extra cover

If we have agreed to provide any of the extra cover below, this will be shown in the extra cover limits in the schedule and we will not pay more than these limits for each **occurrence**.

1 Security audit

If the failure to keep to **data privacy obligations** insured by your policy resulted from security weaknesses in your **computer system**, we will pay the cost of a professional consultant carrying out an audit of your **computer system** to assess the security weaknesses and advise you on how to make improvements.

Special conditions applying to section 3

If you do not keep to any condition of the policy, and that condition is relevant to your claim, we may refuse to pay part or all of the claim.

1 Protecting data

You must make sure that the appropriate procedures are in place for disposing of and destroying **hardware** and hard copy files in order to protect **data**.

What we will not pay for

We will not pay for the following.

1 Data-recovery expenses

The cost of restoring and recreating **data**.

2 Deficiency or improvements

The cost of correcting any failings in procedures, systems or security.

Section 4 – Cyber event – loss of business income

As well as the claim conditions, general conditions and general exclusions, the following terms and conditions apply if the schedule shows that you have cover under section 4.

What we will pay for

If section 4 is shown as insured in the schedule, we will pay you for your loss of **business income** during the **indemnity period** resulting from a **cyber event** or **prevention of access** you discover during the **period of insurance**.

How much we will pay

The most we will pay for each **occurrence** is the **sum insured** plus any 'Extra cover limits' shown for section 4 in the schedule, regardless of the number of people or organisations insured by your policy. If the **occurrence** is the result of a **cyber attack**, the amount we pay may be limited by the 'Cyber attack limit'. The 'Cyber attack limit' is shown in the schedule and is explained more fully in general condition 9 – 'Cyber attack limit'.

The amounts we will pay under this section will be based on your **business income** during the 12 months before the **cyber event** or **prevention of access**, as recorded in your accounts. We will make adjustments to reflect trends and circumstances which may affect the **business income**, or which would have affected the **business income** whether or not the **cyber event** or **prevention of access** had happened.

Extra cover

If we have agreed to provide any of the extra cover below, this will be shown in the 'Extra cover limits' in the schedule and we will not pay more than these limits for each **occurrence**.

1 Accountants' fees

We will pay the cost of you providing the information we need to work out the amount we should pay as a result of:

- extra staffing costs; and
- extra fees charged by your usual auditors or accountants.

What we will not pay for

We will not pay for the following.

1 External network failure

Any loss of **business income** caused by or resulting from the failure or interruption of any electrical power supply network or telecommunication network not owned and operated by you.

This exclusion shall not apply to loss of **business income** caused by or resulting from physical damage, if otherwise insured by your policy, to the electrical power supply network, telecommunication network or other property.

Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

2 Time excess

Loss of **business income** or any other cost arising during the **time excess**.

Section 5 – Hardware

As well as the claim conditions, general conditions and general exclusions, the following terms and conditions apply if the schedule shows that you have cover under section 5.

What we will pay for

If section 5 is shown as insured in the schedule, we will pay you for **damage** caused to **hardware** owned, hired, leased or rented by you, if that **damage** arose during the **period of insurance** and while the **hardware** was at an **insured location**.

How much we will pay

We may repair, replace or pay out money for **damage** to your **hardware**. We will pay to repair or replace (as new) with **hardware** of the same capacity or performance. If **hardware** of the same capacity or performance is no longer available, we will pay to repair or replace with the nearest higher equivalent.

Where necessary, replacement **hardware** will be provided by, and be capable of being supported by, any existing supplier, maintenance contract or software and system-support agreement.

If **hardware** is not being repaired or replaced, we have the right to pay no more than the value of the **hardware** immediately before the **damage**, after making an allowance for fair wear and tear.

The most we will pay for each **occurrence** is the **sum insured** plus any 'Extra cover limits' shown for section 5 in the schedule, regardless of the number of people or organisations insured by your policy. If the **occurrence** is the result of a **cyber attack**, the amount we pay may be limited by the 'Cyber attack limit'. The 'Cyber attack limit' is shown in the schedule and is explained more fully in general condition 9 – 'Cyber attack limit'.

Extra cover

If we have agreed to provide any of the extra cover below, this will be shown in the 'Extra cover limits' in the schedule and we will not pay more than these limits for each **occurrence**.

1 Extra hardware

The **sum insured** shown for section 5 is automatically increased by the amount shown in the schedule to include any **hardware** which you get during the **period of insurance** at an **insured location**, or **hardware** at any new premises owned, leased or occupied by you within the **territorial limits** which you have accidentally failed to tell us about.

2 Extra hire or lease cost

If we have agreed to pay for **damage** to **hardware**, we will pay for the following.

- a Extra hire, lease or rental costs arising out of changes to or replacement of an existing hire, lease or rental agreement. Any payment we make under this extra cover will end:
 - when the hire, lease or rental agreement in force at the time of the **damage** ends; or
 - 12 months after the date of the **damage**;
 whichever comes first.
- b Continuing hire, lease or rental costs which you are legally liable to pay.
- c The cost of payments you have to continue paying, under any extended warranty, maintenance contract or repair-service agreement, for **hardware** which has been damaged and is no longer in use. Any payment we make under this extra cover will end:
 - when the warranty, maintenance contract or repair-service agreement ends; or
 - 12 months after the date of the **damage**;
 whichever comes first.
- d The cost to you of any unused parts of any non-refundable extended warranties, maintenance contracts or repair-service agreements for **hardware** which has been damaged and is no longer in use.

3 Fire brigade charges

If we have agreed to pay for **damage**, we will pay for the charges you have to pay for the fire service, or any other organisation responsible for protecting the public, attending the **insured location**.

4 Gas-flooding systems

We will pay for the cost of refilling or replacing the cylinders of any gas-flooding system set off accidentally at an **insured location**, and also the cost of cleaning up and repairing **damage** to any property.

5 Incompatibility

If we have agreed to pay for **damage** to **hardware**, we will pay the extra cost of modifying your **computer system** if replacement parts or software are incompatible with it.

6 Recovery of hardware

If we agree in writing, we will pay for the cost of investigating and recovering lost or stolen **hardware** which contains **data** that may result in you being prosecuted, your reputation being damaged, or you suffering a financial loss as the result of loss or publication of that **data**.

7 Security-guard costs

If we have agreed to pay for **damage to hardware**, we will also pay for the cost of you employing temporary security guards at an **insured location** which you own, lease or occupy, as long as:

- we are satisfied that security guards are needed to protect **hardware**; and
- the security guards are members of the International Professional Security Association (IPSA).

If security guards are needed for more than seven days, we must agree to this in writing.

8 Temporary removal

We will pay for **damage to hardware** while it is temporarily removed to, or being transported to, any other location anywhere in the world.

9 Trace and access

We will pay the cost of finding the point where any substances which have caused, or would cause, **damage to hardware** have escaped from. We will also pay the cost of repairing floors, walls and ceilings damaged in the course of the investigation.

10 Waste-disposal costs

If we have agreed to pay for **damage to hardware**, we will pay the cost of removing and disposing of damaged **hardware**. We will also pay the cost of you keeping to the Waste Electrical and Electronic Equipment Directive and any revisions to it.

What we will not pay for

We will not pay for the following.

1 Guarantee, warranty or maintenance contract

The cost of repairing, putting right or restoring any **damage** covered by any manufacturer's or supplier's guarantee or warranty, or any maintenance contract.

2 Unexplained losses

Disappearances or shortages discovered when carrying out checks or inventories.

Section 6 – Data corruption and extra cost

As well as the claim conditions, general conditions and general exclusions, the following terms and conditions apply if the schedule shows that you have cover under section 6.

What we will pay for

If section 6 is shown as insured in the schedule, we will pay:

- the cost of investigating and reconfiguring your **computer system** and the **computer system** of a service provider (including the cost of restoring and recreating **data**); and
- extra costs to prevent or reduce the disruption to the functions carried out by your **computer system** during the **indemnity period**;

arising as a result of a **cyber event**, **damage to hardware** or **prevention of access** you discover during the **period of insurance**.

The cover provided by this section does not include the value of **data** to you, even if the **data** cannot be restored or recreated.

How much we will pay

The most we will pay for each **occurrence** is the **sum insured** plus any 'Extra cover limits' shown for section 6 in the schedule, regardless of the number of people or organisations insured by your policy. If the **occurrence** is the result of a **cyber attack**, the amount we pay may be limited by the 'Cyber attack limit'. The 'Cyber attack limit' is shown in the schedule and is explained more fully in general condition 9 – 'Cyber attack limit'.

Extra cover

If we have agreed to provide any of the extra cover below, this will be shown in the 'Extra cover limits' in the schedule and we will not pay more than these limits for each **occurrence**.

1 Accountants' fees

We will pay the cost of you providing the information we need to work out the amount we should pay as a result of:

- extra staffing costs; and
- extra fees charged by your usual auditors or accountants.

2 Loss of interest

If a **cyber event**, **damage to hardware** or **prevention of access** interrupts the functions carried out by your **computer system**, we will pay you:

- interest that you would have earned on money that would have been received as recorded in your normal accounts; and
- interest due on money borrowed to maintain normal revenue, less any normal savings in cost.

What we will not pay for

We will not pay for the following.

1 Data-breach expenses

The cost of any forensic or legal investigation to find out the identities of affected parties or how and why your **data privacy obligations** have not been met, or to tell you how you should respond.

2 External network failure

Any cost or loss caused by or resulting from the failure or interruption of any electrical power supply network or telecommunication network not owned and operated by you.

This exclusion shall not apply to any cost or loss caused by or resulting from physical damage, if otherwise insured by your policy, to the electrical power supply network, telecommunication network or other property.

Telecommunication networks include, but are not limited to, the internet, internet service providers, Domain Name System service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

Extra cover applying to all sections

If we have agreed to provide any of the extra cover below, this will be shown in the 'Extra cover limits' in the schedule and we will not pay more than these limits for each **occurrence**.

1 Avoiding corruption

If we have agreed in writing:

- a we will pay the cost of locating and removing a **computer virus** from your **computer system** which has not necessarily caused any **damage** or disruption; and
- b where a **computer virus** or **hacking** attack has affected your **computer system** during the **period of insurance**, we will pay the cost of hiring professional consultants to make recommendations on how to prevent your **computer system** from being infected by **computer virus** or to prevent **hacking**.

2 Investigation cost

If we accept a claim for **damage** or other loss, and we agree in writing, we will pay the cost of investigating possible repair, replacement or restoration.

3 Loss-prevention measures

We will pay the cost of preventing or minimising actual or expected **damage** or other loss covered by the policy, as long as:

- **damage** or other loss would be expected if the measures were not taken;
- we are satisfied that the **damage** or other loss has been prevented or minimised by these measures; and
- the cost is limited to the cost of **damage** or other loss which would have been caused.

The full terms and conditions of the policy apply as if **damage** or other loss covered by the policy had arisen.

4 Temporary and fast-tracked repair

If we accept a claim for **damage** or other loss, we will pay the cost of making temporary repairs and fast-tracking a permanent repair, replacement or restoration.

5 Waiver of subrogation rights

We agree to give up our rights to recover any amounts from:

- your parent company or a subsidiary company of yours;
- any company which is a subsidiary of your parent company;
- any user of your **hardware**, other than a **service provider**, authorised in writing by you before an insured loss;
- any **employee** or your **directors and officers**, unless an insured loss happens as a result of a dishonest, fraudulent, criminal or malicious act or decision.

This will only apply if any of the above keep to the terms and conditions of your policy as if they were you.

Important information

Your rights to cancel your policy

Cooling-off period

If this cover does not meet your needs, please return all the insurance documents to the broker, intermediary or agent who arranged the policy. You must do this within 14 days of receiving them. That 14-day period is called the 'cooling-off period'.

We will return any premium you have paid in line with general condition 3.

After the cooling-off period

If you want to cancel your policy after the cooling-off period, contact the broker, intermediary or agent who arranged the policy. Where appropriate, we will return your premium in line with general condition 3.

If you have not kept to general condition 12 – 'Fair presentation of the risk' – we may treat your policy as if it had never existed, but we can keep any premium you have paid. We may also report the matter to the police and any other relevant organisation.

Making a claim

When you make a claim, it is very important that you meet all of the requirements of the policy, particularly claim condition 1 – 'Reporting a claim'. If you don't, we may not pay part or all of your claim. You must report your claim to either the broker, intermediary or agent who arranged this insurance for you or to HSB Engineering Insurance Limited. Please quote your policy number.

Claims under this policy are managed by HSB Engineering Insurance Company Limited on our behalf.

How to complain

If you have a complaint about your policy, contact the broker, intermediary or agent who arranged the policy for you. If they cannot deal with your complaint, or it is about the terms and conditions of the policy, they will pass it on to us.

If you are not satisfied with the way that the broker, intermediary or agent deals with your complaint, you can write to us at the following address, quoting your policy number.

The Chief Executive
NIG
Churchill Court
Westmoreland Road
Bromley
BR1 1DP

If you are not satisfied with the written response you receive from us, you can refer your complaint to the Financial Ombudsman Service (FOS). Their address is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR.

Phone: 0800 023 4567 or 0300 123 9123.

Whoever you contact, always quote your policy number as it will help your enquiry or complaint to be dealt with as quickly as possible.

Details about our regulator

NIG policies are underwritten by U K Insurance Limited who is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (registration number 202810). You can visit the Financial Conduct Authority's website, which includes a register of all regulated firms, at www.fca.org.uk, or you can phone them on 0800 111 6768. You can visit the Prudential Regulation Authority's website at www.bankofengland.co.uk/pr, or you can phone them on 020 7601 4878.

Financial Services Compensation Scheme

Under the Financial Services and Markets Act 2000, if we cannot pay out what we owe our policyholders, compensation may be available from the Financial Services Compensation Scheme (FSCS). For most types of policy you are covered for 90% of the claim, without any upper limit. For types of insurance you must have by law, the scheme covers 100% of your claim, without any upper limit.

You can get more information from us, or by visiting the Financial Services Compensation Scheme website at www.fscs.org.uk.

