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# NIG CYBER COVER

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## Cyber cover

**Please read this document carefully. Full terms, definitions, conditions and exclusions can be found within the policy booklet.**

The Cyber cover insurance policy is underwritten by U K Insurance Limited, an Insurance Undertaking, and will run for 12 months or as shown on the schedule. The Cyber cover insurance policy has been designed to respond to cyber risks which could be most damaging to your business and reputation, whether it be data recovery following a hardware failure or a full scale data breach. We can also give you access to a network of cyber risk experts who can help.

This is a summary of the main features of the Cyber cover insurance policy and does not go into detail about all of the terms and conditions. You should read the policy wording for full details of cover and your policy schedule for the sums insured, limits of liability, extra cover limits, excesses and any endorsements which will be specific to you.

### Cover

There are six sections of cover available with Section 1 Cyber crime, section 2 Cyber liability and section 3 Data-breach expense being compulsory sections. You can also choose different levels of cover, within the sections, to ensure you get the right protection that you require for your business.

The territorial limits for section 1 to 6 are the United Kingdom, Channel Islands and the Isle of Man. Where the schedule states that portable hardware is covered under Section 5, it is covered anywhere in the world.

### Other information

A 'cyber event' is defined in the policy document as:

- loss, corruption, accidental or malicious deletion of or change to, unauthorized 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, the computer system of a service provider or customer of yours.

### 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 – Cyber crime

Features and benefits	Extra cover included as standard (subject to certain limits)	Significant exclusions or limitations
<ul style="list-style-type: none"> <li>We will pay for financial loss as a result of fraudulent input or change of data in your computer system which results in money being debited from your accounts, credit being established in your name or cost being added to your telephone bill.</li> <li>We will also pay for 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.</li> </ul>		<ul style="list-style-type: none"> <li>We will not pay for any financial loss resulting from actual or alleged fraudulent use of a credit card or debit card.</li> </ul>

## Section 2 – Cyber liability

Features and benefits	Extra cover included as standard (subject to certain limits)	Significant exclusions or limitations
<p>We will pay 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:</p> <ul style="list-style-type: none"> <li>you or your service provider failing to secure data;</li> <li>you unintentionally transmitting a virus; or</li> <li>the content of your website, emails, or anything else distributed by your computer system damaging the reputation of others.</li> </ul>	<ul style="list-style-type: none"> <li>Compensation for court attendance connected to a claim up to £25,000 (up to £100 per day for directors and officers and £50 for each employee).</li> <li>Administrative and contractual fines and penalties up to £25,000.</li> <li>Cost to withdraw or remove data from the internet to avoid or reduce a claim against you up to £10,000.</li> </ul>	<ul style="list-style-type: none"> <li>We will not pay any 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).</li> <li>We will not pay for infringement of patents, liabilities associated with products produced or goods, services or advice provided by you.</li> <li>You must have appropriate procedures in place for disposing of and destroying hardware and hard copy files in order to protect data.</li> <li>We will not pay for any cost resulting from action brought against you by any associated companies or other parties insured by your policy.</li> </ul>

## Section 3 – Data-breach expense

Features and benefits	Extra cover included as standard (subject to certain limits)	Significant exclusions or limitations
<p>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:</p> <ul style="list-style-type: none"> <li>investigating, notifying and keeping your customers informed;</li> <li>legal advice;</li> <li>public relations and crisis management expertise;</li> <li>identity theft assistance for your customers or others who have been affected or who may be affected.</li> </ul>	<ul style="list-style-type: none"> <li>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.</li> </ul>	<ul style="list-style-type: none"> <li>We will not pay to restore your computer systems and data as this cover is available under section 6 – Data corruption and extra cost.</li> <li>We will not pay for the cost of correcting any failings in procedures, systems or security.</li> <li>You must have appropriate procedures in place for disposing of and destroying hardware and hard copy files in order to protect data.</li> </ul>

## Section 4 – Cyber event – loss of business income

Features and benefits	Extra cover included as standard (subject to certain limits)	Significant exclusions or limitations
<ul style="list-style-type: none"> <li>We will pay for your loss of income following a cyber event or prevention of access.</li> </ul>	<ul style="list-style-type: none"> <li>Accountants fees up to £50,000.</li> </ul>	<ul style="list-style-type: none"> <li>We will not pay for any 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.</li> <li>We will not pay the loss of business income or any other cost arising during the time excess.</li> </ul>

## Section 5 – Hardware

Features and benefits	Extra cover included as standard (subject to certain limits)	Significant exclusions or limitations
<ul style="list-style-type: none"> <li>We will provide cover against loss, damage, theft, cyber events and breakdown to your hardware at the insured location.</li> <li>Cover applies to hardware while it is temporarily removed from the insured location.</li> <li>Cover is provided for portable hardware anywhere in the world, if you choose to insure portable hardware under section 5.</li> <li>Cover can include electronic office equipment.</li> </ul>	<ul style="list-style-type: none"> <li>Extra hardware up to £500,000.</li> <li>Extra hire or lease cost up to £5,000.</li> <li>Fire brigade charges up to £50,000.</li> <li>Gas-flooding systems up to £100,000.</li> <li>Incompatibility £100,000.</li> <li>Recovery of hardware up to £10,000.</li> <li>Security guard costs up to £25,000.</li> <li>Temporary removal £100,000.</li> <li>Trace and access up to £25,000.</li> <li>Waste-disposal costs £100,000.</li> </ul>	<ul style="list-style-type: none"> <li>We will not pay for anything covered by any warranties or guarantees; or for any unexplained losses / inventory shortages.</li> </ul>

## Section 6 – Data corruption and extra cost

Features and benefits	Extra cover included as standard (subject to certain limits)	Significant exclusions or limitations
<ul style="list-style-type: none"> <li>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.</li> <li>Cover also applies to computer systems of service providers who can be located anywhere in the world.</li> </ul>	<ul style="list-style-type: none"> <li>Accountant fees up to £50,000.</li> <li>Loss of interest up to £10,000.</li> </ul>	<ul style="list-style-type: none"> <li>We will not pay for the cost of data breach expense as this cover is available under section 3 – Data-breach expense.</li> <li>We will not pay for 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.</li> </ul>

## Extra cover applying to all sections

Features and benefits	Extra cover included as standard (subject to certain limits)	Significant exclusions or limitations
<ul style="list-style-type: none"> <li>We will pay to remove viruses and to get specialist advice to prevent viruses or hacking attacks following an incident.</li> </ul>		<ul style="list-style-type: none"> <li>If the occurrence is the result of a cyber attack the amount we pay may be limited by the 'Cyber attack limit'. Cyber attack is a computer virus, hacking or denial of service attack which is not just targeted at you and your computer system. 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 arising from cyber attack in the period of insurance.</li> <li>You must backup your data at least every 7 days and protect your systems with a firewall.</li> <li>We will not pay for acts of terrorism however computer virus, hacking or denial of service attacks will not be treated as acts of terrorism. Cover against acts of terrorism which cause physical damage is available to buy separately with us.</li> <li>We will not pay for damage or financial loss caused by civil commotion in Northern Ireland.</li> <li>We will not pay for losses due to wear and tear.</li> </ul>

## General conditions

<ul style="list-style-type: none"> <li>72 hour clause</li> <li>Abandonment</li> <li>Caring for your hardware</li> <li>Change in risk</li> <li>Choice of law</li> </ul>	<ul style="list-style-type: none"> <li>Contracts (Rights of Third Parties) Act 1999</li> <li>Cyber attack limit</li> <li>Data backup</li> <li>Defence software</li> </ul>	<ul style="list-style-type: none"> <li>Fair presentation of the risk</li> <li>More than one insured</li> <li>Our right to cancel your policy</li> <li>Paying the premium</li> <li>Right to survey</li> </ul>	<ul style="list-style-type: none"> <li>Tax</li> <li>Your right to cancel your policy</li> </ul>
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## Claim conditions

<ul style="list-style-type: none"> <li>Reporting a claim</li> <li>Fraudulent claims</li> </ul>	<ul style="list-style-type: none"> <li>Enforcing your rights</li> <li>Controlling defence</li> </ul>	<ul style="list-style-type: none"> <li>One excess</li> <li>Other insurances</li> </ul>	<ul style="list-style-type: none"> <li>Salvage and recoveries</li> <li>Arbitration</li> </ul>
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## General exclusions

<ul style="list-style-type: none"> <li>Circumstances before your policy started</li> <li>Confiscation</li> <li>Excess</li> <li>Extortion or ransom</li> </ul>	<ul style="list-style-type: none"> <li>Fines and penalties</li> <li>Indirect loss</li> <li>Intentional acts</li> <li>Nuclear risks</li> </ul>	<ul style="list-style-type: none"> <li>Normal upkeep</li> <li>Sanctions laws and regulations</li> <li>Telecommunications systems</li> <li>Terrorism</li> </ul>	<ul style="list-style-type: none"> <li>Trading risk</li> <li>War</li> <li>Wear and tear</li> <li>Your insolvency or bankruptcy</li> </ul>
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## Further information

Please contact your Broker, Intermediary or Agent for details of the payment methods available.

### Your rights to cancel your policy

You have 14 days to make sure that you are happy with the cover provided. Within those 14 days, you can cancel the policy by telling your broker, intermediary or agent who arranged the policy for you. A refund of the whole premium will be paid, unless you have made a claim.

If, after the first 14 days, you want to cancel the policy, please contact the broker, intermediary or agent who arranged the policy. The amount of premium we refund will be 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. If you have made a claim, you will not get a refund and you will have to pay the full premium.

### If you have a claim or an incident has occurred

As soon as you know about any incident or circumstance that may result in a claim you must tell the broker, intermediary or agent, providing full details, as soon after the incident or circumstance as possible and within 14 days if the loss is as a result of riot or a claim or demand for damages is being made against you or you receive any notice of regulatory action.

In the event of a cyber incident 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 1 – 'Reporting a claim'. If you don't, we may not pay part or all of your claim.

You will have to pay a contribution towards each claim (the excess). In addition to this, for cover under section 4, a time excess will apply, which means you will not be covered for the financial loss that occurs during a period of time following an incident. The excess and the time excess (where applicable) will be stated in your schedule. You must report your claim to the broker, intermediary or agent who arranged this insurance for you. Please quote your policy number.

### If you have a complaint

We are committed to providing the highest standards of customer service and treating our customers fairly. If you have a complaint, contact the broker, intermediary or agent who arranged this insurance for you. If they are unable to resolve your complaint or it is regarding the terms and conditions of the policy they will refer it to us.

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

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

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

Contact them:  
Phone: **0800 023 4567** or **0300 123 9123**  
Website: [www.fos.org.uk](http://www.fos.org.uk) Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

### 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](http://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/pru](http://www.bankofengland.co.uk/pru), 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](http://www.fscs.org.uk).

Contact them:  
Phone: 0800 678 1100  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)  
E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
Financial Services Compensation Scheme  
10th Floor  
Beaufort House  
15 St Botolph Street  
London  
EC3A 7QU

