



## Professional insurance portfolio

### Policy wording

#### **A seamless integrated insurance solution for professionals.**

Please read this wording, together with any **endorsements** and the schedule, very carefully. If anything is not correct, please notify **us** immediately.

This wording is fully protected by the laws of copyright. No unauthorised use or reproduction is permitted.

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### **Our promise to you**

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of the **policy**.

#### **Richard O'Dwyer**

Managing Director, Hiscox Ireland

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### **Complaints procedure**

Hiscox aims to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times Hiscox are committed to providing **you** with the highest standard of service. If **you** have any concerns about **your policy** or **you** are dissatisfied about the handling of a claim and wish to complain **you** should, in the first instance, contact Hiscox Ireland Customer Relations either in writing at:

Hiscox Ireland Customer Relations  
Hiscox SA (Irish branch)  
The Observatory  
7-11 Sir John Rogerson's Quay  
Dublin 2  
D02 VC42  
Republic of Ireland

or by telephone on +353 1800 901 903  
or by email at [customerrelations.ireland@hiscox.com](mailto:customerrelations.ireland@hiscox.com)

If you remain dissatisfied after the internal complaint resolution process and if you are a consumer (as defined in the Financial Services and Pensions Ombudsman Act 2017) you have the right to refer your complaint to the Financial Services and Pensions Ombudsman. The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolves complaints with pensions providers and regulated financial services providers.

Contact details:  
Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin  
D02 VH29

Phone: +353 1 567 7000  
Email: [info@fspoi.ie](mailto:info@fspoi.ie)  
Web: [www.fspoi.ie](http://www.fspoi.ie)

If you have purchased your policy online you can also make a complaint via the EU's ODR online dispute resolution platform. The website for the ODR platform is: <http://ec.europa.eu/odr>. Alternatively, you can also contact:

Commissariat aux Assurances  
7, boulevard Joseph II  
L-1840 Luxembourg

Email: [caa@caa.lu](mailto:caa@caa.lu)

Insurance Ombudsman  
ACA  
12, rue Erasme  
L - 1468 Luxembourg

Phone: +352 44 21 44 1  
Fax: +352 44-02-89  
Email: [mediateur@aca.lu](mailto:mediateur@aca.lu)



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#### Using your personal information

Hiscox is a trading name of a number of Hiscox companies. The specific company acting as a data controller of your personal information will be listed in the documentation we provide to you. If you are unsure you can also contact us at any time by telephoning +353 (0) 1238 1800 or by emailing us at [dataprotectionofficer@hiscox.com](mailto:dataprotectionofficer@hiscox.com).

We collect and process information about you in order to provide insurance policies and to process claims. Your information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us monitor and improve the service we provide.

For further information on how your information is used and your rights in relation to your information please see our cookies policy at: [www.hiscox.ie/cookies](http://www.hiscox.ie/cookies), and our privacy policy at: [www.hiscox.ie/privacy](http://www.hiscox.ie/privacy).

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<b>General definitions</b>	Words shown in <b>bold</b> type have the same meaning wherever they appear in this <b>policy</b> . The words defined below are used throughout this <b>policy</b> . Any other definitions are shown in the section to which they apply.
<b>Asbestos risks</b>	<ol style="list-style-type: none"><li>1. The mining, processing, manufacturing, use, testing, ownership, sale or removal of;</li><li>2. asbestos, asbestos fibres or material containing asbestos; or</li><li>3. exposure to asbestos, asbestos fibres or materials containing asbestos;</li></ol>
<b>Business</b>	<b>Your</b> business or profession as shown in the schedule.
<b>Confiscation</b>	Confiscation, nationalisation, requisition, expropriation, deprivation, destruction of or damage to property by or under the order of any government or public or local authority.
<b>Computer or digital technology</b>	Any <b>program</b> , computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.
<b>Computer or digital technology error</b>	Any negligent act, error or omission by anyone in the: <ol style="list-style-type: none"><li>1. use, creation, handling, entry, modification or maintenance of; or</li><li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching) or development of, any <b>computer or digital technology</b>.</li></ol>
<b>Cyber attack</b>	Any digital attack which is designed to: <ol style="list-style-type: none"><li>1. gain access to;</li><li>2. extract information from;</li><li>3. cause damage to; or</li><li>4. disrupt access to or the operation of: any <b>computer or digital technology</b>, including but not limited to any: <ol style="list-style-type: none"><li>a. <b>virus</b>;</li><li>b. malicious search engine optimization;</li><li>c. malicious clicking on any pay-per-click links;</li><li>d. crypto-jacking; or</li><li>e. denial of service attack or distributed denial of service attack.</li></ol></li></ol>
<b>Date recognition</b>	Any failure by any equipment (including any hardware or software) to correctly recognise any given date or to process any data or to operate properly due to any failure to correctly recognise any given date.
<b>Endorsement</b>	A change to the terms of the <b>policy</b> .
<b>Excess</b>	The amount <b>you</b> must bear as the first part of each agreed claim or loss.
<b>Geographical limits</b>	The geographical area stated in the schedule.
<b>Hacker</b>	Anyone, including an employee of <b>yours</b> , who gains unauthorised access to or unauthorised use of any: <ol style="list-style-type: none"><li>1. <b>computer or digital technology</b>; or</li><li>2. data held electronically by <b>you</b> or on <b>your</b> behalf.</li></ol>
<b>Nuclear risks</b>	<ol style="list-style-type: none"><li>1. Any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;</li><li>2. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;</li><li>3. all operations carried out on any site or premises on which anything in a. or b. above is located.</li></ol>

## General terms and conditions

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<b>Period of insurance</b>	The time for which this <b>policy</b> is in force as stated in the schedule.
<b>Personal data</b>	Any information about an individually identifiable natural person, including any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual, including but not limited to any information protected by the Data Protection Act 2018, General Data Protection Regulation (EU) 2016/679, or any related, similar or successor legislation or regulation.
<b>Policy</b>	This insurance document and the schedule, including any <b>endorsements</b> .
<b>Programs</b>	A set of instructions written in a computer language which tells a <b>computer or digital technology</b> how to process data or interact with ancillary equipment.
<b>Social engineering communication</b>	<p>Any request directed to <b>you</b> by a person improperly seeking to obtain possession, access to, or the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to, where such person improperly:</p> <ol style="list-style-type: none"><li>1. impersonates or claims to be another person who would be lawfully entitled to possession of or access to, or to authorise transactions in respect of, such virtual currency, money, securities, data or property had they made such a request; or</li><li>2. assumes the identity of another person who <b>you</b> reasonably believe exists and would be lawfully entitled to possession of or access to, or to authorise transactions in respect of such virtual currency, money, securities, data or property had they existed and made such request.</li></ol>
<b>Space perils</b>	Conditions in space, including but not limited to the presence of electromagnetic radiation, charged particles emitted by the sun or other celestial bodies or the impact of extra-terrestrial objects that can affect human activity and technology.
<b>Terrorism</b>	<p>An act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:</p> <ol style="list-style-type: none"><li>1. is committed for political, religious, ideological or similar purposes; and</li><li>2. is intended to influence any government or to put the public, or any section of the public, in fear; and<ol style="list-style-type: none"><li>a. involves violence against one or more persons; or</li><li>b. involves damage to property; or</li><li>c. endangers life other than that of the person committing the action; or</li><li>d. creates a risk to health or safety of the public or a section of the public; or</li><li>e. is designed to interfere with or to disrupt an electronic system.</li></ol></li></ol>
<b>Virus</b>	<b>Programs</b> designed to damage, disrupt, extract data from, or gain access to any data or <b>computer or digital technology</b> including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware and other malicious software or viruses.
<b>War</b>	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
<b>We/us/our</b>	The insurer named in the schedule.
<b>You/your</b>	The insured named in the schedule.

**IMPORTANT NOTICE: THE FOLLOWING GENERAL TERMS AND CONDITIONS APPLY ONLY TO CONSUMERS FALLING WITHIN THE DEFINITION OF 'CONSUMER' IN THE CONSUMER INSURANCE CONTRACTS ACT 2019 I.E.:**

1. A NATURAL PERSON, NOT ACTING IN THE COURSE OF BUSINESS;
2. A SOLE TRADER, PARTNERSHIP, TRUST CLUB OR CHARITY (NOT BEING A BODY CORPORATE), WITH AN ANNUAL TURNOVER IN ITS PREVIOUS FINANCIAL YEAR OF €3 MILLION OR LESS; OR
3. AN INCORPORATED BODY THAT:
  - A. HAD AN ANNUAL TURNOVER IN ITS PREVIOUS FINANCIAL YEAR OF €3 MILLION OR LESS; AND
  - B. IS NOT A BODY CORPORATE THAT IS A MEMBER OF A GROUP OF COMPANIES WITH A COMBINED ANNUAL TURNOVER (IN THE PREVIOUS FINANCIAL YEAR OF THE GROUP OF COMPANIES), OF GREATER THAN €3 MILLION.

**NON-CONSUMERS SHOULD REFER BELOW TO THE GENERAL TERMS AND CONDITIONS – NON-CONSUMERS.**

### Conditions precedent

General condition 7, below and General claims condition 1 and the conditions shown in each section under the heading **your obligations** are all conditions precedent to **our** liability. **We** may not make any payment, or may reduce the amount of any payment under this insurance if **you** fail to comply with all the requirements of those conditions.

### General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

#### Representations

1. Any statement of opinion or statement as to the existence of a state of affairs made by **you** in connection with this **policy** shall have effect solely as a representation made by **you** prior to entering into this **policy**.

#### Pre-contractual duty of disclosure

2. In agreeing to insure **you** and in setting the terms and premium, **we** have relied on the information **you** have given **us**.

**You** must answer all questions that **we** ask **you** before entering into the **policy** or on renewal honestly and with reasonable care.

Where **we** ask **you** to answer a specific question, the subject matter of the question is material to the risk **we** are undertaking or the calculation of the premium or both.

If **you** fail to answer the questions **we** ask honestly and with reasonable care, **we** shall be entitled to the remedies as set below if the non-disclosure of material information was an effective cause of **us** entering into this **policy**, and on these terms.

Provided that **you** have discharged this duty of disclosure before entering into the **policy** or a previous renewal, then at renewal **you** are only required to provide **us** with the additional information that **we** expressly request. If **you** do not provide any new information in response to **our** request and **you** continue to pay the renewal premium, **we** shall presume that the information **you** previously provided has not altered.

Renewal of **your policy** does not remedy any previous breach of **your** obligations under this clause.

#### Misrepresentation and remedies

3. If **you** or anyone acting on **your** behalf provided an answer to a question posed by **us** before entering into the **policy** or on renewal and that answer involved a misrepresentation, then **our** remedies shall depend on the nature of the misrepresentation as follows:
  - a. If such answer involves an innocent misrepresentation (that is, one that was neither negligent nor fraudulent) and a claim has been made under the **policy**, **we** will pay **your** claim subject to the **policy** terms and conditions and will not avoid the **policy** on the ground that there was a misrepresentation;
  - b. If such answer involves a negligent misrepresentation (that is, one that was not fraudulent):
    - i. If **we** would not have entered into this **policy** on any terms, **we** may treat this **policy** as having been void from the date **we** entered into the **policy** and

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	<p>refuse all claims, in which case <b>we</b> will return the premium to <b>you</b>;</p> <p>ii. If <b>we</b> would have entered into this <b>policy</b> but on different terms (other than terms relating to the premium), this <b>policy</b> will be treated as if it had been entered into on those different terms from the outset, if <b>we</b> so require;</p> <p>iii. If <b>we</b> would have entered into this <b>policy</b> (whether the terms relating to matters other than the premium would have been the same or different) but would have charged a higher premium, <b>we</b> may reduce proportionately the amount to be paid on a claim; or</p> <p>iv. Where there are no outstanding claims under <b>your policy</b>, <b>we</b> can choose one of the remedies (i), (ii) or (iii) above, or choose to terminate the policy by giving <b>you</b> reasonable notice.</p> <p>c. If such answer involves a fraudulent misrepresentation and a claim has been made under the <b>policy</b>, or where your conduct involves fraud of any other kind, <b>we</b> will be entitled to treat this <b>policy</b> as having been void from its inception and <b>we</b> are not required to return the premium.</p>
Alteration of risk and material changes	<p>4. <b>We</b> may refuse a claim made by <b>you</b> where there is a change in the subject matter of the contract of insurance and circumstances have changed to the extent that the new risk is something which <b>we</b> did not agree in writing to cover by an express term of the <b>policy</b>, endorsement, written confirmation or otherwise.</p>
Suspensive conditions	<p>5. Any term in the <b>policy</b> or other documents issued by <b>us</b> that imposes a continuing restrictive condition on <b>you</b> shall be treated as a suspensive condition, and a breach of that term will suspend <b>our</b> liability under the <b>policy</b> from the time of the breach until the time when the breach is remedied, if it is capable of being remedied. <b>We</b> will have no liability to <b>you</b> for any claim if the loss occurs during the period when <b>our</b> liability is suspended.</p> <p>If a breach of a continuing restrictive condition has not increased the risk of the loss that has occurred (being the loss for which <b>you</b> are making a claim under the <b>policy</b>), <b>our</b> liability will not be suspended and <b>we</b> will still be liable subject to other terms and conditions of the <b>policy</b>.</p> <p>This clause applies to any term in the <b>policy</b> that has the effect of reducing the risk in the <b>policy</b> relating to:</p> <p>a. a particular type of loss;</p> <p>b. loss at a particular time; or</p> <p>c. loss in a particular location.</p> <p>Any breach by <b>you</b> of the type of term in (a), (b) or (c) above shall only suspend <b>our</b> liability in respect of that particular type of loss, or loss at a particular time or loss in a particular location, and if the breach has been remedied by the time the loss giving rise to the claim has occurred <b>we</b> will be liable for <b>your</b> claim, subject to the other terms and conditions of the <b>policy</b>.</p>
Due diligence	<p>6. <b>You</b> must take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage. <b>You</b> must keep any property insured under this <b>policy</b> in good condition and repair.</p>
Premium payment	<p>7. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b> have paid the premium.</p>
Right to withdraw: cooling-off period/ cancellation	<p>8. <b>You</b> may cancel this <b>policy</b> by giving <b>us</b> notice of the cancellation in writing within 14 working days after the date when <b>you</b> are informed that the <b>policy</b> has been concluded. If <b>you</b> cancel the <b>policy</b>, <b>you</b> will be released from any further obligation arising from the <b>policy</b> and <b>we</b> will not impose any financial cost on <b>you</b> other than the costs of the premium for the period of cover.</p> <p><b>We</b> may cancel the <b>policy</b> by giving 30 days written notice. If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by installments and <b>we</b> have not received an installment 14 days after the due date, <b>we</b> may cancel the <b>policy</b>. In this event, the <b>period of insurance</b> will equate to the period for which the premium installments have been paid to <b>us</b>. <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.</p> <p>Where <b>we</b> notify <b>you</b> that <b>we</b> are cancelling the <b>policy</b>, <b>we</b> will repay the balance of the premium for the unexpired term of the <b>policy</b> without imposing any financial cost on <b>you</b></p>

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	and will provide the reason or reasons for the cancellation.
Third party rights	<p>8. <b>You</b> and <b>we</b> are the only parties to this <b>policy</b>. Nothing in this <b>policy</b> is intended to give any person any right to enforce any term of this <b>policy</b> which that person would not have had but for the Consumer Insurance Contracts Acts 2019.</p> <p>A third-party has all of the rights as set out in the Consumer Insurance Contracts Act 2019, including the right to request information from the insurer and the right to make a claim in the circumstances set out in and in accordance with the Consumer Insurance Contracts Act 2019.</p>
Multiple insureds	<p>9. The most <b>we</b> will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b>.</p> <p><b>You</b> agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b>.</p>
Subrogation	<p>10. <b>We</b> will not exercise <b>our</b> subrogation rights against some other person if that other person does not have insurance in respect of their liability to <b>you</b>, and where <b>you</b> have decided not to exercise <b>your</b> rights against that other person because:</p> <ul style="list-style-type: none"> <li>a. <b>you</b> and that other person are members of the same family or cohabitants, or</li> <li>b. <b>you</b> expressly or impliedly consented to the use, by that other person, of a motor vehicle that is the subject matter of the <b>policy</b>.</li> </ul> <p>If that other person does have insurance in respect of their liability to <b>you</b>, <b>we</b> are entitled to exercise <b>our</b> subrogation rights against that other person, but <b>we</b> will not recover more than the amount that that other person may recover under any liability insurance in respect of the loss.</p> <p>Notwithstanding the above, <b>we</b> are entitled to exercise <b>our</b> subrogation rights against that other person where the conduct of that other person which gave rise to the loss was serious or willful misconduct.</p> <p><b>We</b> will not exercise any rights of subrogation against <b>your</b> employee unless the loss was caused by the employee intentionally or recklessly and with knowledge that the loss would probably result.</p> <p>Notwithstanding any provision of this <b>policy</b>, any amounts recovered when exercising <b>our</b> rights of subrogation in respect of loss shall be distributed in accordance with the Consumer Insurance Contracts Act 2019.</p>
Aggregate limit	<p>11. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b>.</p> <p>If the <b>period of insurance</b> is continuous, the aggregate limit will apply to all relevant claims or losses covered under the <b>policy</b> during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.</p>
Cover under multiple sections	<p>12. Where <b>you</b>, including anyone within the meaning of <b>you</b> or insured person in any section of the <b>policy</b>, are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b>, being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.</p>
Other insurance	<p>13. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.</p>
Governing law	<p>14. This <b>policy</b> is governed by the laws of Ireland.</p>



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#### Arbitration

15. Any dispute arising out of or relating to this insurance, including over its construction, application, and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force. The arbitrator will be an experienced Irish barrister or practicing solicitor. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Bar Council of Ireland. If **you** do not refer a dispute within one year, **you** will be considered to have abandoned **your** dispute.

#### Sanctions

16. **We** will not make any payment under this **policy** if making such payment 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.



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#### General claims conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

#### Your obligations

1. **We** may not make any payment under this **policy** or may reduce the amount of any payment if **you** fail to:
  - a. give **us** prompt notice of any claim or threatened claim or anything which is likely to give rise to a claim under this **policy** against **you**, in accordance with the terms of each section;
  - b. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim or any potential subsequent claim.
  - c. subject to the General Condition on Subrogation above, give **us** all assistance which **we** may reasonably require to pursue recovery of amounts we may become liable to pay under this **policy**, in **your** name but at **our** expense

#### Claims co-operation

It shall be a continuing restrictive condition of the **policy** that **you** shall co-operate with **us** in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.

#### Notification of claims

**We** will not refuse to pay a claim solely on the basis that **you** have failed to comply with a specified notification period, provided that **your** failure to comply with the specified notification period does not prejudice **us** in any way.

#### Fraudulent claims

If a claim contains information that is false or misleading in any material respect which **you** either know or consciously disregard whether it is false or misleading, **we**:

1. shall be entitled to refuse to pay the claim; and
2. shall be entitled to terminate the **policy** by giving notice to **you**, and the **policy** will be treated as terminated from the date that **you** submitted the fraudulent claim, and **we** shall refuse liability for any claim made after the fraudulent claim and retain **your** premium.

This does not affect **your** rights in relation to any valid claim made under this **policy** before the date of any fraudulent claim or where fraudulent evidence or information is submitted or adduced in support of a valid claim.

**IMPORTANT NOTICE: THE FOLLOWING GENERAL TERMS AND CONDITIONS APPLY ONLY TO NON-CONSUMERS**

### Conditions precedent

General conditions 2, 3 and 4 below, general claims condition 1 and the conditions shown in each section under the heading **your obligations** are all conditions precedent to **our** liability. **We** will not make any payment under this insurance unless **you** comply with all the requirements of those conditions.

### General conditions

The following conditions apply to the whole of this **policy**. Any other conditions are shown in the section to which they apply.

- |                         |  |
|-------------------------|--|
| Basis of insurance      | <p>1. Because of its importance, all information which <b>you</b> or anyone on <b>your</b> behalf provided before <b>we</b> agreed to insure <b>you</b> is incorporated into and forms the basis of this <b>policy</b>.</p> <p>All facts and matters which might be relevant to <b>our</b> consideration of <b>your</b> proposal must be disclosed and all material representations made to <b>us</b> must be true, otherwise <b>we</b> are entitled to treat this insurance as if it had never existed.</p>   |
| Change of circumstances | <p>2. <b>You</b> must tell <b>us</b> as soon as reasonably possible of any change in circumstances during the <b>period of insurance</b> which may materially affect this <b>policy</b>. (A material fact or circumstance is one which might affect <b>our</b> decision to provide insurance or the conditions of that insurance.) <b>We</b> may then change the terms and conditions of this <b>policy</b>.</p>   |
| Due diligence           | <p>3. <b>You</b> must take reasonable steps to prevent accident or injury and to protect <b>your</b> property against loss or damage. <b>You</b> must keep any property insured under this <b>policy</b> in good condition and repair.</p>   |
| Premium payment         | <p>4. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b> have paid the premium.</p>  |
| Cancellation            | <p>5. <b>You</b> or <b>we</b> can cancel the <b>policy</b> by giving 30 days written notice. <b>We</b> will give <b>you</b> a pro-rata refund of the premium for the remaining portion of the <b>period of insurance</b> after the effective date of cancellation for which <b>you</b> have already paid. However, <b>we</b> will not refund any premium under €10.</p> <p>If <b>we</b> have agreed that <b>you</b> can pay <b>us</b> the premium by installments and <b>we</b> have not received an instalment 14 days after the due date, <b>we</b> may cancel the <b>policy</b>. In this event, the <b>period of insurance</b> will equate to the period for which premium installments have been paid to <b>us</b>. <b>We</b> will confirm the cancellation and amended <b>period of insurance</b> to <b>you</b> in writing.</p> |
| Multiple insureds       | <p>6. The most <b>we</b> will pay is the relevant amount shown in the schedule.</p> <p>If more than one insured is named in the schedule, the total amount <b>we</b> will pay will not exceed the amount <b>we</b> would be liable to pay to any one of <b>you</b>.</p> <p><b>You</b> agree that the insured named in the schedule, or if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the <b>policy</b>.</p>  |
| Aggregate limit         | <p>7. Where this <b>policy</b> specifies an aggregate limit, this means <b>our</b> maximum payment for all relevant claims or losses covered under the <b>policy</b> during the <b>period of insurance</b>.</p> <p>If the <b>period of insurance</b> is continuous, the aggregate limit will apply to all relevant claims or losses covered under the <b>policy</b> during the 12 months from the date the continuous cover starts. Each aggregate limit will be reinstated to the level shown in the schedule at each anniversary.</p>  |

## General terms and conditions – non-consumers

### Policy wording

Cover under multiple sections	8. Where <b>you</b> , including anyone within the meaning of <b>you</b> or insured person in any section of the <b>policy</b> , are entitled to cover under more than one section of the policy in respect of the same claim or loss, or any part of a claim or loss, <b>we</b> shall only provide cover under one section of the <b>policy</b> , being the section that provides the most advantageous cover to <b>you</b> or the party entitled to cover.
Other insurance	9. <b>We</b> will not make any payment under this <b>policy</b> where <b>you</b> would be entitled to be paid under any other insurance if this <b>policy</b> did not exist except in respect of any amount in excess of the amount that would have been payable under such other insurance had this <b>policy</b> not been effected. If such other insurance is provided by <b>us</b> the most <b>we</b> will pay under this <b>policy</b> will be reduced by the amount payable under such other insurance.
Governing law	10. This <b>policy</b> will be governed by the laws of Ireland.
Arbitration	11. Any dispute arising out of or relating to this insurance, including over its construction, application, and validity, will be referred to a single arbitrator in accordance with the Arbitration Act then in force. The arbitrator will be an experienced barrister or practicing solicitor. If agreement cannot be reached on a suitable arbitrator, one will be chosen by the Chairman of the Bar Council of Ireland. If <b>you</b> do not refer a dispute within one year, <b>you</b> will be considered to have abandoned <b>your</b> dispute.
Sanctions	12. <b>We</b> will not make any payment under this <b>policy</b> if making such payment would expose <b>us</b> 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.

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### General claims conditions

The following claims conditions apply to the whole of this **policy**. Any other claims conditions and procedures are shown in the section to which they apply.

Your obligations	1. <b>We</b> will not make any payment under this <b>policy</b> unless <b>you</b> : <ol style="list-style-type: none"> <li>a. give <b>us</b> prompt notice of any claim or threatened claim or anything which is likely to give rise to a claim under this <b>policy</b> against <b>you</b>, in accordance with the terms of each section;</li> <li>b. give <b>us</b>, at <b>your</b> expense, any information which <b>we</b> may reasonably require and co-operate fully in the investigation of any claim under this <b>policy</b>;</li> <li>c. make every reasonable effort to minimise any loss, damage or liability and take appropriate emergency measures immediately if they are required to reduce any claim or any potential subsequent claim;</li> <li>d. give <b>us</b> all assistance which <b>we</b> may reasonably require to pursue recovery of amounts <b>we</b> may become liable to pay under this <b>policy</b>, in <b>your</b> name but at <b>our</b> expense.</li> </ol>
Fraud	2. If <b>you</b> , or anyone on <b>your</b> behalf, tries to deceive <b>us</b> by deliberately giving <b>us</b> false information or making a fraudulent claim under this <b>policy</b> then <b>we</b> will treat this <b>policy</b> as if it had never existed.
Recovering a loss payment	3. <b>We</b> shall be entitled at <b>our</b> discretion to take over and conduct in <b>your</b> name the investigation, defence, pursuit or settlement of any claim.  <b>We</b> shall be entitled to pursue recovery of payments made under this insurance, in <b>your</b> name but at our expense, and <b>you</b> must give <b>us</b> all assistance <b>we</b> may reasonably require.

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

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### Special definitions for this section

<b>Advertising</b>	Advertising, publicity, or promotion in or of <b>your</b> products or services, including online.
<b>Applicable courts</b>	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule.
<b>Business activities</b>	The activities shown in the schedule, which <b>you</b> perform in the course of <b>your business</b> .
<b>Claim</b>	Any written assertion of liability or any written demand for financial compensation or injunctive relief first made against <b>you</b> within the <b>applicable courts</b> .
<b>Client</b>	Any person or entity with whom <b>you</b> have contracted to provide services or deliverables that expressly fall within <b>your business activities</b> .
<b>Defence costs</b>	All reasonable and necessary lawyers' and experts' fees and legal costs incurred with <b>our</b> prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered <b>claim</b> but not including any overhead costs, general business expenses, salaries, or wages incurred by <b>you</b> or any other person or entity entitled to coverage under this section.
<b>Employee</b>	An individual performing employment duties solely on <b>your</b> behalf in the ordinary course of <b>your business activities</b> and who is subject to <b>your</b> sole control and direction and to whom <b>you</b> supply the instruments and place of work necessary to perform such <b>business activities</b> . <b>You</b> and <b>your</b> independent contractors will not be treated as <b>employees</b> under this section.
<b>Liquidated damages</b>	A sum of money, or mechanism for calculating such sum, agreed between <b>you</b> and <b>your client</b> by contract as the amount payable by <b>you</b> in the event of a specified breach of such contract provided that, at the time the sum or mechanism was agreed, it represented a fair and reasonable estimate of <b>your client's</b> loss in the event of <b>your</b> breach of the contract.
<b>Loss</b>	Any financial harm caused to <b>your business</b> .
<b>Pollution</b>	Any pollution or contamination, including but not limited to noise, electromagnetic fields, radiation, radio waves, pyrite, mica or mould.
<b>Potential claim</b>	Any matter likely to lead to a <b>claim</b> covered under this section.
<b>Retroactive date</b>	The date stated as the retroactive date in the schedule. For any <b>subsidiary</b> acquired by <b>you</b> during the <b>period of insurance</b> the retroactive date will be the date of acquisition.
<b>Subsidiary</b>	An entity: <ol style="list-style-type: none"><li>1. that has been identified in the presentation of the risk for this <b>policy</b> and of which <b>you</b> own more than 50% of the book value of the assets or of the outstanding voting rights on the first day of the <b>period of insurance</b>; or</li><li>2. domiciled in the European Economic Area (EEA) or the United Kingdom of Great Britain and Northern Ireland, the Channel Islands or the Isle of Man which <b>you</b> acquire during the <b>period of insurance</b>:<ol style="list-style-type: none"><li>a. where the turnover at the date of acquisition is less than 20% of <b>your</b> existing turnover; and</li><li>b. where the acquired entity's business is the same as <b>yours</b>; and</li></ol>which has not suffered any loss or been subject to any claim with a value greater than the <b>excess</b>, which would have been covered under this section of the <b>policy</b>.</li></ol>
<b>You/your</b>	Also includes: <ol style="list-style-type: none"><li>1. any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner, director, trustee, in-house counsel or senior manager in actual control of <b>your</b> operations; or</li><li>2. any <b>subsidiary</b>.</li></ol>

### What is covered

Claims against you	If during the <b>period of insurance</b> , and as a result of <b>your business activity</b> or <b>advertising</b> on or after the <b>retroactive date</b> within the <b>geographical limits</b> , a <b>claim</b> is first brought against <b>you</b> for any actual or alleged:
Breach of contract and liquidated damages	1. breach of any contract between <b>you</b> and <b>your client</b> , including any service level agreement forming part of such contract, or any <b>claim</b> for <b>liquidated damages</b> , where the <b>claim</b> is brought by <b>your client</b> .
Intellectual property infringement	2. intellectual property infringement including but not limited to: <ul style="list-style-type: none"> <li>a. infringement of copyright, trademark, patent, trade dress, publicity rights, moral rights or design rights;</li> <li>b. cyber-squatting violations;</li> <li>c. any act of passing-off;</li> <li>d. misappropriation of formats, characters, trade names, character names, titles, plots, musical compositions, voices, slogans, graphic material or artwork;</li> <li>e. misappropriation of a trade secret.</li> </ul>
Negligence	3. negligence or breach of any duty to use reasonable care and skill, including but not limited to negligent misrepresentation or negligent loss of or damage to any third-party document, data or information for which <b>you</b> are responsible.
Breach of confidentiality	4. breach of any duty of confidence, invasion of privacy, or violation of any other legal protections for personal information.
Defamation	5. defamation, trade libel, product disparagement, or malicious falsehood.
Dishonesty	6. dishonesty of <b>employees</b> or sub-contractors or outsourcers directly contracted to <b>you</b> or under <b>your</b> supervision.
Civil liability	7. any other civil liability;
	<b>we</b> will pay the amount agreed by <b>you</b> and <b>us</b> through good faith negotiation, mediation or some other form of alternative dispute resolution to settle a <b>claim</b> or the amount to satisfy a judgment or arbitration award against <b>you</b> including any judgment or award ordering the payment of claimant's lawyers' fees and costs.
	<b>We</b> will also pay <b>defence costs</b> in respect of covered <b>claims</b> against <b>you</b> .
Sub-contractors or outsourcers	<b>We</b> will indemnify <b>you</b> against any <b>claim</b> falling within the scope of <b>What is covered</b> , <b>Claims against you</b> , which is brought as a result of <b>business activity</b> undertaken on <b>your</b> behalf by any sub-contractor or outsourcer.
Network security and personal data events	<b>We</b> will also indemnify <b>you</b> if, during the <b>period of insurance</b> and as a result of <b>your business activity</b> or <b>advertising</b> , a <b>claim</b> is brought against <b>you</b> for any actual or alleged: <ul style="list-style-type: none"> <li>1. transmission of malicious software including, but not limited to, a computer virus, worm, logic bomb or Trojan horse;</li> <li>2. denial of service attack against a third-party;</li> <li>3. unauthorised acquisition, access, use, or disclosure of <b>personal data</b> or confidential corporate information that is held or transmitted in any form;</li> <li>4. prevention of authorised electronic access to any computer system, <b>personal data</b> or confidential corporate information.</li> </ul>
Payments toward your outstanding fees	If: <ul style="list-style-type: none"> <li>a. <b>your client</b> refuses to pay <b>your</b> contractually agreed fees (including any amount <b>you</b> are legally liable to pay a sub-contractor at the date <b>your client</b> first refuses to pay); and</li> <li>b. <b>you</b> satisfy <b>us</b> that <b>your client</b> intends to make a <b>claim</b> against <b>you</b> for an amount covered by this section that is greater than the amount you are owed;</li> </ul>

## Professional indemnity for technology companies

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then **we** will pay the amount **you** are owed above the amount of the **excess** (excluding any amount for **your** lost profit, mark-up and liability for taxes or its equivalent) if **you** satisfy **us** that **our** payment is reasonably likely to fully and finally resolve all known **claims** and **potential claims** by that **client**.

If subsequently a **claim** is still made against **you** following **our** payment of **your** outstanding fees, these payments will be a credit against any amounts payable by **us** in the defence or resolution of that **claim** and will also be deducted from the remaining limit of indemnity for that **claim**.

#### Your own losses

##### Loss of documents

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

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#### What is not covered

- |                                      |  |
|--------------------------------------|--|
| Commercial disputes                  | <p>A. <b>We</b> will not make any payment for any <b>claim</b> or <b>loss</b> directly or indirectly due to:</p> <p>1. any commercial dispute with <b>your</b> business partner or business associate, including but not limited to any reseller, distributor, original equipment manufacturer, third-party sales agent, systems integrator, or joint venture partner, but only to the extent such a <b>claim</b> is based upon:</p> <ul style="list-style-type: none"> <li>a. a commission or royalty, or any other term upon which such partner or associate is to be compensated in connection with doing business with <b>you</b>, or any compensation or remuneration promised or owed by <b>you</b> pursuant to those terms; or</li> <li>b. <b>your</b> decision to cease doing business with such a partner or associate.</li> </ul>  |
| Repair/replace/recall                | <p>2. any costs or expenses involved in the repair, upgrade, correction, recall or replacement of any software, hardware, firmware, or associated network cabling including any costs or expenses relating to <b>your</b> legal obligation to comply with an injunction.</p>   |
| Bodily injury                        | <p>3. any death or bodily or mental injury or disease suffered or alleged to be suffered by anyone.</p> <p>However, this exclusion does not apply to any portion of any <b>claim</b>:</p> <ul style="list-style-type: none"> <li>a. seeking damages for mental anguish or distress where such damages solely stem from a covered <b>claim</b> for defamation, breach of privacy, or negligent publication; or</li> <li>b. directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> for a fee, provided that such <b>claim</b> is first brought within the <b>applicable courts</b> but always excluding USA or Canada.</li> </ul>  |
| Property damage                      | <p>4. loss, damage or destruction or loss of use of any tangible property, including but not limited to any bearer bonds, coupons, share certificates, stamps, money or other negotiable paper.</p> <p>However, this exclusion does not apply to any:</p> <ul style="list-style-type: none"> <li>a. <b>claim</b> directly arising from designs, plans, specifications, formulae, directions or advice prepared or given by <b>you</b> for a fee, provided that such <b>claim</b> is first brought within the <b>applicable courts</b> but always excluding the USA or Canada;</li> <li>b. <b>claim</b> for, alleging or arising from damage to electronic data;</li> <li>c. <b>loss</b> directly arising from any tangible document of <b>yours</b> which is necessary for the performance of <b>your business activities</b> and which is physically lost, damaged or destroyed while in <b>your</b> possession.</li> </ul> |
| Chargeback                           | <p>5. any chargeback, liability, or fee incurred by you or your client as a result of a merchant service provider, including any credit card company or bank, wholly or partially reversing or preventing a payment transaction.</p>   |
| Government investigation/enforcement | <p>6. any governmental enforcement of any legislation, regulation or order from any regulatory authority.</p> <p>However, this exclusion shall not apply to any otherwise covered <b>claim</b> from a federal, national, state, local or foreign government, agency or entity that is a <b>client</b> and has</p>  |

## Professional indemnity for technology companies

### Policy wording

asserted the **claim** in its capacity as a **client** and not in its official governmental capacity.

- |  |   |
|--|---|
| Infrastructure interruption              | <p>7. any failure or interruption of services provided to <b>you</b> by a third party service provider including but not limited to an internet service provider, telecommunications provider, utility provider, digital certificate authority, domain name system, the provider of technology services including but not limited to cloud computing and other hosted computer resources or other infrastructure providers.</p> <p>This exclusion does not apply to a failure or interruption of services provided directly by <b>you</b> as part of <b>your business activity</b> where the failure or interruption is not the result of or connected to a corresponding failure or interruption of services provided to you by a third party service provider.</p>                |
| Stocks, accounts, taxation and fiduciary | <p>8. any:</p> <ul style="list-style-type: none"> <li>a. liability or breach of any duty or obligation owed by <b>you</b> regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation;</li> <li>b. liability or breach of any duty or obligation owed by <b>you</b> regarding any statement or representation (express or implied) contained in <b>your</b> accounts, reports or financial statements, or concerning <b>your</b> financial viability;</li> <li>c. violation of any taxation, competition, restraint of trade or anti-trust law or regulation;</li> <li>d. breach of any fiduciary duty owed by <b>you</b>.</li> </ul> |
| Pension and employee benefit schemes     | <p>9. any liability or breach of any duty or obligation owed by <b>you</b> in connection with the operation or administration of any health, pension or employee benefit scheme, plan, trust or fund.</p>   |
| Insolvency                               | <p>10. <b>your</b> insolvency or the insolvency of <b>your</b> suppliers.</p>   |
| Sweepstakes, gambling or lotteries       | <p>11. <b>your</b> provision of any sweepstakes, gambling activities or lotteries.</p>  |
| Matters insurable elsewhere              | <p>12. the ownership, possession or use of any land, building, animal, aircraft, watercraft or motor vehicle.</p>   |
| Employees                                | <p>13. anyone's employment with <b>you</b> or any breach of an obligation owed by <b>you</b> as an employer.</p>  |
| Discrimination                           | <p>14. any discrimination, harassment or unfair treatment.</p>  |
| Directors and officers' liability        | <p>15. any liability or breach of any duty or obligation owed to <b>you</b> or <b>your</b> shareholders by any of <b>your</b> directors, officers, trustees or board members, including but not limited to:</p> <ul style="list-style-type: none"> <li>a. any allegation of insider trading;</li> <li>b. any breach of any duty of corporate loyalty;</li> <li>c. any statement, representation or information concerning <b>you</b> or <b>your business</b> contained in <b>your</b> accounts, reports or financial statements.</li> </ul>   |
| Personal liability                       | <p>16. any personal liability incurred by any director, officer, trustee, or board member of <b>yours</b> when acting in that capacity or managing <b>your business</b> other than when performing a <b>business activity</b> for a <b>client</b> or <b>advertising</b>.</p>  |
| Dishonest or criminal conduct            | <p>17. any fraudulent, dishonest, malicious, reckless or criminal conduct intended to cause harm to another person or business (but not in respect of a defamation <b>claim</b>), or any knowing or wilful violation of a law, whether committed by <b>you</b> or committed by another whose conduct or violation of the law <b>you</b> have ratified or actively condoned or any act <b>you</b> knew, at the time <b>you</b> performed it, would give rise to a <b>claim</b> or <b>loss</b>.</p> <p>However, this exclusion will not apply unless:</p> <ul style="list-style-type: none"> <li>a. such conduct or wilful violation of the law has been established by a final adjudication</li> </ul>   |



## Professional indemnity for technology companies

### Policy wording

- in any judicial, administrative, or alternative dispute resolution proceeding; or
- b. such conduct or wilful violation of the law has been established by **your** admission in a proceeding or otherwise; or
  - c. **you** or **we** discover evidence of such conduct or wilful violation of the law;
- at which time **you** shall reimburse **us** for all payments made by **us** in connection with such conduct or wilful violation of the law and all of **our** duties in respect of that entire **claim** shall cease.
- Pre-existing problems
18. anything, including any **potential claim** or any actual or alleged shortcoming in your work, likely to lead to a **claim** or **loss**, which you knew or ought reasonably to have known about before we agreed to insure you.
- War, terrorism, nuclear, asbestos, pollution or space perils
19. **war, terrorism, nuclear risks, asbestos risks, pollution or space perils.**
- Claims brought by a related party
- B. **We** will not make any payment for:
1. any **claim** brought by any person or entity falling within the definition of **you** or any party with a financial, executive or managerial interest in **you**, including any parent company or any party in which **you** have a financial, executive or managerial interest, including any subsidiary company.  
However, this does not apply to a **claim** based on a liability to an independent third-party directly arising out of the performance of **your business activities**;
- Claims by current and former employees
2. any **claim** made against **you** by any person or entity that **you** currently employ or formerly employed, including but not limited to **employees**, sub-contractors or outsourcers.  
However, this exclusion will not apply to any portion of any **claim**:
    - a. solely based on **business activities** performed when such person or entity was not working for **you**; or
    - b. based on a liability to an independent third-party directly arising out of the performance of **your business activities**.  
However, this exclusion will not apply to any otherwise covered **claim** from an **employee**, sub-contractor or outsourcer that is brought entirely independently of that party's position as **your employee**, sub-contractor or outsourcer.
- Punitive and exemplary damages
3.
    - a. punitive or exemplary damages, unless insurable in the jurisdiction where such award was first ordered; or
    - b. service credits, unless **we** agree to pay for such service credits as part of an agreed settlement in lieu of damages under **What is covered, Claims against you**.
- Fines and penalties
4. criminal, civil, or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages which **you** are legally obliged to pay, including but not limited to those imposed by any national, federal, state, or local governmental body or any licensing organisation.
- Claims outside the applicable courts
5. any **claim** including arbitration, brought outside the **applicable courts**.  
This applies to proceedings in the **applicable courts** to enforce, or which are based on, a judgment or award from outside the **applicable courts**.
- Trading losses
6. any trading loss or trading liability including those arising from the loss of any **client**, account or business.
- Judicial review
7. costs incurred or awards of damages arising directly or indirectly from any claim or application for the judicial review of a decision, act or omission under Order 84 of the Rules of the Superior Courts 1986, as amended or as referred to in specialised statutory schemes of judicial review or any similar or successor rules or legislation.





## Professional indemnity for technology companies

### Policy wording

Patent and trade secret claims in USA/Canada

- any **claim**, including arbitration, brought in the USA or Canada for any actual or alleged infringement, use, or disclosure of a patent, or any use, disclosure or misappropriation of a trade secret. This also applies to any **claim**, including arbitration, brought outside of the USA or Canada to enforce, or which is based on, a judgment or award from the USA or Canada, regardless of whether such judgment or award is against **you** or a third party.

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### How much we will pay

**We** will pay up to the limit of indemnity for this section shown in the schedule unless limited below or otherwise shown in the schedule. **We** will also pay for **defence costs** incurred with **our** prior written agreement. However, if a payment greater than the limit of indemnity has to be made for a **claim our** liability for **defence costs** will be limited to the same proportion that the limit of indemnity bears to the amount paid.

Any amounts to be paid by **us** shall not include or be calculated based on any of **your** overhead expenses, **your** liability for debt, taxes, lost costs or profits, salaries or wages, or any future cost of doing business, including but not limited to the cost of any future licence or royalty, or costs of improving **your** security, or performing audits.

**You** must pay the relevant **excess** shown in the schedule. The **excess** will only be eroded by the covered part of the **claim**.

Multiple claims from a single source

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

### Special limits

Dishonesty, property damage and injury

The most **we** will pay for each item below, unless otherwise stated in the schedule, is a single limit of indemnity, which is an aggregate limit, for the total of all **claims** (including their **defence costs**) brought against **you** arising from:

- the dishonesty of **your** partners, directors, **employees**, sub-contractors or outsourcers;
- the physical loss or destruction of or damage to tangible property; and
- claims brought against **you** arising from the death, disease or bodily or mental injury of anyone.

Patent infringement

The most **we** will pay in total for **claims** arising from **your** infringement, use or disclosure of a patent is the amount shown in the schedule.

Trade secret misappropriation

The most **we** will pay in total for **claims** arising from **your** use, disclosure or misappropriation of a trade secret is the amount shown in the schedule.

Service credits

Where **we** pay service credits as part of an agreed settlement, **we** will only pay the cost to **you** of providing such credits. The amount **we** pay will not include **your** profit or mark-up. The amount **we** pay for the cost of service credits is included within, and not in addition to, the limit of indemnity.

**You** must pay the relevant **excess** shown in the schedule for each special limit.

Paying out the limit of indemnity

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

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### Your obligations

If a problem arises

**You** must notify **us** of any **claim** made against **you** or any **loss** as soon as practicable and within the **period of insurance** or at the latest within 14 days after it expires for any **claim** or **loss you** first became aware of in the seven days before expiry.

**You** must also notify **us** of **potential claims** under this section, such notification must be as soon as practicable and within the **period of insurance** or at the latest within 14 days after it expires, and must to the fullest extent possible identify the particulars of the **potential claim**, including identifying the potential claimant(s), the likely basis for liability, the likely demand for

## Professional indemnity for technology companies

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relief and any additional information about the **potential claim** that **we** reasonably request. If such a **potential claim** notification is made to **us** then **we** will treat any **claim** arising from the same particulars as that notification as if it had first been made against **you** on the date **you** properly notified **us** of it as a **potential claim**, even if that **claim** is first made against **you** after the **period of insurance** has expired.

**We** will not make any payment, including any **defence cost** payment, toward any portion of any **claim** if **you**:

1. fail to ensure that **our** rights of recovery, including but not limited to any subrogated rights of recovery, against a third-party are not unduly restricted or financially limited by any term in any of **your** contracts;
2. reveal the amount of cover available under this insurance, unless **you** had to give these details in negotiating a contract with **your client** or **you** are required by law or compelled by a court, or **you** otherwise have **our** prior written consent;
3. admit liability in connection with, make any settlement offer with respect to, or settle any **claim** under this policy without **our** prior consent.

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## Control of defence

### Defence arrangements

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

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

### Appointment of legal representation

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

### Partially covered claims

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

### Payment of full limit of indemnity

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

### Payment of excess

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

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

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**Special definitions for this section**

<b>Crisis</b>	A time of severe difficulty in <b>your</b> activities or danger to <b>your business</b> as a result of an <b>insured incident</b> that could, if left unmanaged, cause adverse or negative publicity of or media attention to <b>you</b> or <b>your business</b> .
<b>Crisis containment costs</b>	Reasonable and necessary costs incurred in utilising the services of the <b>crisis containment provider</b> to limit or mitigate the impact of a <b>crisis</b> .
<b>Crisis containment provider</b>	The person or company named in the schedule.
<b>Insured incident</b>	An incident, act or problem that in <b>your</b> good faith opinion could potentially give rise to a covered claim being made by <b>you</b> under any other section of this <b>policy</b> .
<b>Working hours</b>	The hours between 09:00 and 17:00 on any day other than Saturday, Sunday or a public holiday.

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**What is covered**

Crisis containment costs	<b>We</b> will pay <b>crisis containment costs</b> incurred within the <b>geographical limits</b> with <b>our</b> prior written consent as a direct result of a <b>crisis</b> commencing during the <b>period of insurance</b> .
Outside working hours discretionary crisis mitigation costs	<b>We</b> will also pay <b>crisis containment costs</b> incurred within the <b>geographical limits</b> without <b>our</b> consent in carrying out immediate work outside of <b>working hours</b> to limit or mitigate the impact of the <b>crisis</b> . Any such work done by the <b>crisis containment provider</b> will not be confirmation of cover under this or any other section of this <b>policy</b> .

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**What is not covered**

**We** will not make any payment for:

1. **crisis containment costs** relating to any claim or part of a claim not covered by this **policy**.
2. **crisis containment costs** relating to any:
  - a. claim under any **Management liability – Employment practices liability** section;
  - b. employment claim under any **Management liability – Directors and officers** section or **Management liability - Trustees and individual liability** section.
3. costs which are covered under any other section of this **policy**.
4. any **crisis containment costs** directly or indirectly due to:
  - a. any incident, act, investigation or problem that affects **your** profession or industry; or
  - b. governmental regulations which affect another country or **your** profession or industry; or
  - c. any sanction, prohibition or restriction under United Nations resolutions or trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America; or
  - d. socioeconomic changes or business trends which affect **your business** or **your** profession or industry.

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**How much we will pay**

The most **we** will pay under this section is the amount shown in the schedule, irrespective of the number of **crises** or **insured incidents**. **We** will pay the **crisis containment provider** directly for **crisis containment costs** covered under this section of the **policy**.

All **crises** arising from the same original cause, a single source or a repeated or continuing problem will be regarded as one **crisis**. This includes such **crises** arising after, as well as during, the **period of insurance**.

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**Your obligations**

**We** will not make any payment under this section unless **you** notify any **crisis** in accordance with either of the following:

If a crisis arises during working hours

1. If **you** first become aware of the **crisis** during **working hours** **you** must notify **us** of it immediately by phoning **us** on the number stated in the schedule.

**We** will then determine if the incident, act or problem that **you** have notified would give rise to a covered claim under any other section of this **policy**. If **we** determine this to be the case then **we** will contact the **crisis containment provider** to assist **you** in the management of the **crisis**.

If **we** determine that the incident, act or problem that **you** have notified would not result in a covered claim under any other section of this **policy** then **we** will not make any payment under this section.

**You** must co-operate fully with **us**, the **crisis containment provider** and any of **our** representatives in the management of the **crisis**.

If a crisis arises outside of working hours

2. If **you** first become aware of the **crisis** outside of **working hours** **you** must notify the **crisis containment provider** immediately by phoning them on the number stated in the schedule. **You** must also notify **us** of the **crisis** as soon as possible within **working hours** by telephoning the number stated in the schedule.

**You** must co-operate fully with the **crisis containment provider** in the management of the **crisis**.

## Cyber and data insurance

### Policy wording

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

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

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### Special definitions for this section

<b>Additional business expenses</b>	The reasonable and necessary additional costs incurred as a direct result of a <b>cyber attack</b> , but not including any normal overhead costs, general business expenses, salaries or wages incurred by <b>you</b> or any other person or entity entitled to coverage under this section.
<b>Advertising</b>	Advertising, publicity or promotion in or of <b>your</b> products or services.
<b>Applicable courts</b>	The courts of competent jurisdiction in those countries stated as the applicable courts in the schedule. For the purposes of <b>privacy investigations</b> and investigations, 'applicable courts' shall mean the countries stated as the applicable courts in the schedule.
<b>Breach</b>	The unauthorised acquisition, access, use or disclosure of, or the loss or theft of, <b>personal data</b> or confidential corporate information which is in your care, custody and control.
<b>Breach costs</b>	<p>The reasonable and necessary costs incurred by <b>you</b> with <b>our</b> prior written agreement in direct response to an actual or suspected <b>breach</b>, including but not limited to:</p> <ol style="list-style-type: none"><li>1. legal costs to:<ol style="list-style-type: none"><li>a. provide advice to <b>you</b> in connection with <b>your</b> investigation of a <b>breach</b>;</li><li>b. assist with the preparation of notifications to any regulator and affected <b>data subjects</b>; and</li><li>c. determine and pursue any indemnity under a written agreement with a third-party;</li></ol></li><li>2. <b>breach forensic costs</b>;</li><li>3. costs incurred to notify:<ol style="list-style-type: none"><li>a. each affected <b>data subject</b> of the <b>breach</b>; and</li><li>b. any regulatory body, including but not limited to the Data Protection Commissioner's Office, of the <b>breach</b>;</li></ol>where <b>you</b> are required by any law or regulation to do so or where <b>you</b> do so voluntarily;</li><li>4. costs <b>you</b> incur to use a third-party call centre to answer enquiries from affected <b>data subjects</b> following notification of the <b>breach</b> to such <b>data subjects</b>;</li><li>5. <b>credit monitoring costs</b>; and</li><li>6. costs to monitor the dark web for the appearance of any information accessed in the course of a <b>breach</b>;</li></ol> <p>but not including any overhead costs, general business expenses, salaries or wages incurred by <b>you</b> or any other person or entity entitled to coverage under this section.</p>

<b>Breach forensic costs</b>	Costs <b>you</b> incur for: <ol style="list-style-type: none"><li>1. computer forensic analysis conducted by outside forensic experts to:<ol style="list-style-type: none"><li>a. confirm whether or not a <b>breach</b> has occurred;</li><li>b. identify any affected <b>data subjects</b>; and</li><li>c. stop or contain the <b>breach</b>; and</li></ol></li><li>2. legal fees necessary for the preservation of the lawyer-client privilege of forensic reports and findings.</li></ol>
<b>Claim</b>	Any written demand or civil, criminal, regulatory or arbitration proceeding or any assertion of liability or any written demand for financial compensation or injunctive relief first made against <b>you</b> within the <b>applicable courts</b> .
<b>Computer system</b>	Any computer, hardware, software, communications system, electronic device (including but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
<b>Credit monitoring costs</b>	The reasonable and necessary costs incurred by <b>you</b> with <b>our</b> prior written agreement to provide credit monitoring services or other credit protection services to each affected <b>data subject</b> .
<b>Cyber attack</b>	<p>Any digital attack on or against a <b>computer system</b> that is under <b>your</b> sole authority or that <b>you</b> have complete control over and which is designed to disrupt access to it or its operation, including but not limited to any:</p> <ol style="list-style-type: none"><li>1. malicious search engine optimisation;</li><li>2. malicious clicking on any pay-per-click links;</li><li>3. crypto-jacking; or</li><li>4. denial of service attack or distributed denial of service attack.</li></ol> <p>This does not include a <b>cyber attack</b> against an <b>information technology services provider</b> other than cover provided under <b>What is covered, A. Your own losses</b>, Dependent business interruption.</p>
<b>Cyber operation</b>	The use of a <b>computer system</b> by or on behalf of a <b>state</b> to disrupt, deny, degrade, manipulate or destroy any data or <b>computer system</b> in or of another <b>state</b> .
<b>Cyber ransom losses</b>	<p>Following an <b>illegal threat</b>:</p> <ol style="list-style-type: none"><li>1. the reasonable and necessary fees of <b>our</b> appointed consultant for advising <b>you</b> on the handling and negotiation of the ransom demand;</li><li>2. the cost of any ransom demand from the third-party or, if the demand is for goods or services, their market value at the time of the surrender; and</li><li>3. the amount of any stolen ransom, where such theft occurs at or in transit to the agreed location for payment of the ransom.</li></ol>
<b>Data asset</b>	Any electronic data or software.
<b>Data recovery costs</b>	<p>The reasonable and necessary costs and expenses incurred with <b>our</b> prior written agreement to regain access to <b>your data asset</b> from back-ups, originals, or other sources, following a covered <b>claim</b>.</p> <p>This does not include:</p> <ol style="list-style-type: none"><li>1. costs incurred after it has been established that <b>your data asset</b> cannot be replaced, restored or repaired, or access to it cannot be regained;</li><li>2. the economic value of <b>your data asset</b>, including the value of any trade secrets;</li><li>3. costs to restore, update, or replace <b>your data asset</b> to a level beyond that which existed prior to the event, unless <b>your data asset</b> can only be replaced, restored or repaired by purchasing a newer equivalent; or</li><li>4. costs to research or develop <b>your data asset</b> or to recreate, gather or assemble facts,</li></ol>

concepts or information needed to reproduce **your data asset**.

<b>Data subject</b>	Any natural person who is the subject of <b>personal data</b> .
<b>Defence costs</b>	The reasonable and necessary lawyers' and experts' fees and legal costs incurred with <b>our</b> prior written agreement in investigating, settling, defending, appealing or defending an appeal against a covered <b>claim</b> .
<b>Employee</b>	Any individual performing employment duties solely on <b>your</b> behalf in the ordinary course of <b>your business</b> and who is subject to <b>your</b> sole control and direction and to whom <b>you</b> supply the instruments and place of work necessary to perform such duties. This does not include <b>you</b> or <b>your</b> sub-contractors or outsourcers.
<b>Hacker</b>	Anyone, including an <b>employee</b> of <b>yours</b> , who gains unauthorised access to or unauthorised use of a <b>computer system</b> that is under <b>your</b> sole authority or that <b>you</b> have complete control over or of <b>your data asset</b> held by <b>you</b> or on <b>your</b> behalf.
<b>Illegal threat</b>	<p>Any threat made directly to <b>you</b> from a third-party, including an <b>employee</b> but not <b>you</b>, to:</p> <ol style="list-style-type: none"> <li>1. damage, destroy or corrupt a <b>computer system</b> that is under <b>your</b> sole authority or that <b>you</b> have complete control over, or a <b>data asset</b> <b>you</b> hold electronically or any data for which <b>you</b> are responsible, including by specifically introducing a <b>virus</b>; or</li> <li>2. disseminate, divulge or use any electronically held commercial or personal information which:             <ol style="list-style-type: none"> <li>a. <b>you</b> are responsible for; and</li> <li>b. will cause commercial harm if made public,</li> </ol>             following any unauthorised external electronic access by that third-party; or</li> <li>3. carry out a <b>cyber attack</b> against <b>you</b>.</li> <li>4. not withdraw from doing anything in 1. to 3. above.</li> </ol> <p>This does not include an <b>illegal threat</b> made to an <b>information technology services provider</b>.</p>
<b>Income</b>	The total income of <b>your business</b> , less any savings resulting from the reduced costs and expenses.
<b>Increased costs of working</b>	The reasonable and necessary costs and expenses incurred by <b>you</b> for the sole purpose of minimising the <b>loss of income</b> during the <b>indemnity period</b> , but it cannot exceed the <b>loss of income</b> saved.
<b>Indemnity period</b>	The period, in months, beginning at the date the interruption to <b>your business</b> commences and lasting for the period during which <b>your income</b> is affected as a result of such interruption, but for no longer than the number of months shown in the schedule.
<b>Information technology services provider</b>	<p>Any individual or entity that, pursuant to a written contract with <b>you</b>, provides <b>you</b> with computer and electronic technology services including any of the following services or systems, where they are hosted by a public cloud or in a data centre you do not own:</p> <ol style="list-style-type: none"> <li>1. Platform as a Service;</li> <li>2. Software as a Service;</li> <li>3. Webhosting service;</li> <li>4. Email system, intranet or extranet;</li> </ol> <p>However, this does not include any internet service provider, telecommunications provider, utilities supplier, digital certificate authority, domain name system, certificate authority infrastructure, content delivery network or other infrastructure provider.</p>
<b>Insured equipment</b>	Any <b>property</b> shown on the schedule that forms part of a <b>computer system</b> , that is under <b>your</b> sole authority or that <b>you</b> have complete control over and which is used for <b>your business</b> .



<b>Insured person</b>	Any natural person who is, or during the <b>period of insurance</b> becomes, a statutory director, partner or officer of <b>you</b> .
<b>Loss</b>	Any financial harm caused to <b>your business</b> .
<b>Money</b>	Cash, coin, bank and currency notes, bullion, funds, cheques, registered cheques, travellers' cheques, postal orders, bank drafts and money orders.
<b>Operational error</b>	<p>Any negligent act, error or omission by an <b>employee</b> or supplier of <b>yours</b> in the:</p> <ol style="list-style-type: none"> <li>1. creation, handling, entry, modification or maintenance of any <b>data asset</b> on a <b>computer system</b> that is under <b>your</b> sole authority or that <b>you</b> have complete control over; or</li> <li>2. on-going operation, maintenance (including but not limited to installation, upgrading or patching), and development of a <b>computer system</b> that is under <b>your</b> sole authority or that <b>you</b> have complete control over.</li> </ol> <p>This does not include an <b>operational error</b> on a <b>computer system</b> of an <b>information technology services provider</b>.</p>
<b>PCI charges</b>	Any charges, fines, penalties, levies, costs, recertification costs, expenses, assessments, contractual damages or imposition of liabilities of any nature arising as a direct result of <b>your</b> failure to comply with <b>PCI DSS</b> due to a <b>breach</b> , including any sums in relation to card reissuance or fraudulent transactions.
<b>PCI DSS</b>	Payment Card Industry Data Security Standard or any similar or successor standard or regime.
<b>Personal data</b>	Any individually identifiable information about a <b>data subject</b> , including but not limited to such information protected by the Data Protection Acts 1988 - 2018 or the General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.
<b>Privacy forensic costs</b>	The reasonable and necessary costs incurred by <b>you</b> with <b>our</b> prior written agreement for forensic services conducted by outside forensic experts to assist in the defence of a <b>claim</b> .
<b>Privacy investigation</b>	Any official examination, official inquiry or official investigation based on the same circumstances as any <b>breach</b> or <b>claim</b> under <b>What is covered, B. Claims and investigations against you</b> , Privacy liability 1. a., b., or d., conducted by any regulator, government department or other legally empowered body within the <b>applicable courts</b> .
<b>Privacy investigation costs</b>	The reasonable and necessary lawyers' and experts' fees and legal costs incurred with <b>our</b> prior written agreement in investigating, settling, defending, appealing or defending an appeal against a <b>privacy investigation</b> or an investigation for any actual or alleged breach of the Data Protection Acts 1988 - 2018 or General Data Protection Regulation (EU) 2016/679, including any similar or successor legislation or regulation.
<b>Property</b>	Tangible property.
<b>Public relations costs</b>	<p>The reasonable costs incurred with <b>our</b> prior written agreement:</p> <ol style="list-style-type: none"> <li>1. for a public relations or crisis management consultant to assist <b>you</b> in re-establishing <b>your</b> business reputation and to respond to media reports, including the development and communication of a strategy to repair <b>your</b> reputation;</li> <li>2. to issue statements via email or <b>your</b> website and social media accounts, including managing and monitoring <b>your</b> social media sites; and</li> <li>3. for any other reasonable and proportionate measures taken to protect or re-establish the reputation of <b>your business</b>.</li> </ol>
<b>Regulatory award</b>	Following a <b>privacy investigation</b> , any civil or regulatory sanctions, fines, penalties, disgorgement of profits, treble damages or multiple damages, including but not limited to those imposed by any national, federal, state or local governmental body or any licensing organisation, if insurable in the jurisdiction where such award was first ordered, but not including <b>PCI charges</b> .



<b>Relevant state</b>	<p>Any <b>state</b>:</p> <ol style="list-style-type: none"> <li>1. in which the data or <b>computer system</b> affected by a <b>cyber operation</b> is physically located or stored;</li> <li>2. which is a permanent member of the United Nations Security Council;</li> <li>3. which is a member of the Five Eyes intelligence alliance; or</li> <li>4. which is a member of the North Atlantic Treaty Organisation.</li> </ol>
<b>Securities</b>	Negotiable and non-negotiable instruments or contracts, in physical or electronic form, which represent <b>money</b> or <b>property</b> .
<b>Security failure</b>	<p>Any failure by <b>you</b> or by others on <b>your</b> behalf (including but not limited to <b>your</b> sub-contractors and outsourcers) in securing a <b>computer system</b> that is under <b>your</b> sole authority or that <b>you</b> have complete control over against unauthorised electronic accessor use.</p> <p>This does not include a <b>security failure</b> on a <b>computer system</b> of an <b>information technology services provider</b> other than cover provided under <b>What is covered, A. Your own losses</b> Dependent business interruption.</p>
<b>State</b>	A sovereign state.
<b>Social engineering communication</b>	<p>Any request directed to <b>you</b> by a person improperly seeking to obtain possession or the transfer to a third-party of <b>money, securities</b> or <b>property</b> that such person or third-party is not entitled to, where such person improperly:</p> <ol style="list-style-type: none"> <li>1. impersonates or claims to be another person who would be lawfully entitled to possession of or access to, or to authorise transactions in respect of, such <b>money, securities</b> or <b>property</b> had they made such a request; or</li> <li>2. assumes the identity of another person who <b>you</b> reasonably believes exists and would be lawfully entitled to possession of or access to such <b>money, securities</b> or <b>property</b> had they existed and made such request.</li> </ol>
<b>Subsidiary</b>	<p>An entity:</p> <ol style="list-style-type: none"> <li>1. that has been identified in the presentation of the risk for this <b>policy</b> and of which <b>you</b> own more than 50% of the book value of the assets or of the outstanding voting rights on the first day of the <b>period of insurance</b>; or</li> <li>2. domiciled in the European Economic Area (EEA) or the United Kingdom of Great Britain and Northern Ireland, the Channel Islands &amp; the Isle of Man which <b>you</b> acquire during the <b>period of insurance</b>: <ol style="list-style-type: none"> <li>a. where the turnover at the date of acquisition is less than 10% of <b>your</b> existing turnover;</li> <li>b. where the acquired entity's business is the same as <b>yours</b>; and</li> <li>c. which has not suffered any loss or been subject to any claim with a value greater than the <b>excess</b>, which would have been covered under this section of the <b>policy</b>.</li> </ol> </li> </ol>
<b>Time excess</b>	The period shown in the schedule as the time excess, being the period immediately following an interruption during which no cover is provided under <b>What is covered, A. Your own losses</b> , e. Business interruption losses, f. Reputation protection, Operational error, Dependent business interruption.
<b>You/your</b>	<p>Also includes:</p> <ol style="list-style-type: none"> <li>1. any person who was, is or during the <b>period of insurance</b> becomes <b>your</b> partner, director, trustee, in-house counsel or senior manager in actual control of <b>your</b> operations; and</li> <li>2. any <b>subsidiary</b> including any person who was, is or during the <b>period of insurance</b> becomes a partner, director, trustee, in-house counsel or senior manager of any <b>subsidiary</b> in actual control of its operations.</li> </ol>

<b>What is covered</b>	Please read the schedule to see whether Breach costs, Cyber ransom losses, Cyber attack losses, Data recovery costs, Business interruption losses, Operational error or Dependent business interruption are covered by this section
<b>A. Your own losses</b>	If during the <b>period of insurance</b> , and in the course of <b>your business</b> or <b>advertising</b> , you discover or reasonably suspect any: <ol style="list-style-type: none"> <li>1. <b>breach</b>;</li> <li>2. <b>security failure</b>;</li> <li>3. <b>illegal threat</b>; or</li> <li>4. <b>cyber attack</b> against you;</li> </ol> <b>we</b> will pay: <ol style="list-style-type: none"> <li>a. <b>breach costs</b>;</li> <li>b. <b>cyber ransom losses</b>;</li> <li>c. <b>additional business expenses</b>, including but not limited to:           <ol style="list-style-type: none"> <li>i. the increased cost of power;</li> <li>ii. the increased cost of internet usage;</li> <li>iii. the reasonable and necessary costs to restore <b>your</b> search engine rating; and</li> <li>iv. the cost of any malicious pay-per-click clicks, suffered or incurred by <b>you</b> as a direct result of a <b>cyber attack</b>;</li> </ol> </li> <li>d. <b>data recovery costs</b>;</li> <li>e. <b>your</b>:           <ol style="list-style-type: none"> <li>i. <b>loss of income</b>; and</li> <li>ii. <b>increased costs of working</b>;</li> </ol>           resulting solely and directly from a partial or total interruption to <b>your business</b> commencing during the <b>period of insurance</b> and lasting longer than the <b>time excess</b>;         </li> <li>f.           <ol style="list-style-type: none"> <li>i. <b>public relations costs</b>; and</li> <li>ii. <b>your loss of income</b> resulting solely and directly from the damage to <b>your</b> reputation;</li> </ol> </li> <li>g. the reasonable and necessary costs incurred by <b>you</b> with <b>our</b> prior written agreement to engage a consultant to:           <ol style="list-style-type: none"> <li>i. undertake the day-to-day work of a senior manager or director to the extent that such individual is unable to fulfil his or her usual responsibilities as a direct result of their time being diverted to the management of a covered <b>breach, security failure, illegal threat</b> or <b>cyber attack</b>; or</li> <li>ii. manage <b>your</b> response to a covered <b>breach, security failure, illegal threat</b> or <b>cyber attack</b>, to enable a senior manager or director to fulfil his or her usual responsibilities.</li> </ol> </li> </ol>
Breach costs	
Cyber ransom losses	
Cyber attack losses	
Data recovery costs	
Business interruption losses	
Reputation protection	
Key person cover	
Breach by suppliers	<b>We</b> will indemnify <b>you</b> against any <b>loss</b> falling within the scope of <b>What is covered, A. Your own losses, 1. breach</b> , which arises as a result of any <b>breach</b> directly caused by a supplier of <b>yours</b> .
Operational error	If <b>you</b> suffer an interruption to <b>your business</b> , which commences during the <b>period of insurance</b> and lasts longer than the <b>time excess</b> , and which is caused by an <b>operational error</b> , <b>we</b> will indemnify <b>you</b> against any: <ol style="list-style-type: none"> <li>1. loss of <b>income</b>;</li> <li>2. <b>increased costs of working</b>;</li> <li>3. <b>data recovery costs</b>; and</li> </ol>

4. **public relations costs;**  
resulting solely and directly from such **operational error**.

Dependent business interruption

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

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

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

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

**B. Claims and investigations against you**

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

Privacy liability

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

Privacy investigations

2. **you** are the subject of a **privacy investigation**;

GDPR investigations

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

PCI liability

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

Online liability

5. any party brings a **claim** against **you** for any actual or alleged:
  - a. infringement of any intellectual property rights;
  - b. defamation, including but not limited to trade libel, product disparagement or malicious falsehood; or
  - c. breach of any licence;
 which directly arises from:
  - i. a **cyber attack**; or
  - ii. alterations or additions made by a **hacker**;

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

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

**we** will pay:

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

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

**C. Financial crime and fraud**

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

- Electronic theft
1. the criminal taking or misappropriation of **money, securities, or property** belonging to **you**, as a direct result of a **hacker**.  
  
For the purposes of this cover the definition of **hacker** does not include any **employee of yours**;
- Telephone toll fraud
2. the unauthorised and criminal use by someone, other than **you** or an **employee**, operating outside of premises used for **your business**, of any telephone lines used by **you**, including but not limited to fixed line, voice over internet protocol and mobile;
- Social engineering
3. the transfer by **you** of **your money, securities or property** in direct response to a **social engineering communication**;
- Client social engineering loss
4. a client of **yours** transferring **money, securities or property**, which **you** were entitled to receive, to a third-party in direct response to a **social engineering communication** sent from a **computer system** that is under **your** sole authority or that **you** have complete control over as a direct result of a **hacker**.  
  
This does not include a **social engineering communication** sent from a **computer system** that is owned, operated or controlled by an **information technology services provider**.  
  
For the purposes of this cover:
    - a. the client shall be treated as 'you' for the purposes of the definition of **social engineering communication**; and
    - b. the definition of **hacker** does not include any of **your employees, sub-contractors or outsourcers**.
- Fraudulent use of your electronic identity
5. the fraudulent or dishonest use of the electronic identity of **your business**, including but not limited to:
    - a. the obtaining of credit in **your** name;
    - b. the electronic signing of any contract;
    - c. the creation or use of a website designed to copy or imitate that of **your business**; or
    - d. the use by a third-party of **your** digital or electronic identity;

**we** will pay:

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

**D. Property damage**

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

**E. Additional covers**

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

Repeat event mitigation

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

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

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

Directors' personal cover

If:

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

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

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

Court attendance compensation

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

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**What is not covered**

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

Breach of professional duty

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

Contractual liability

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

Infrastructure failure

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

Wrongful collection or use of data

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

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

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| Intellectual property                  | 5. any actual or alleged infringement, use or misappropriation of any intellectual property, including but not limited to patent, trade secret, copyright, trademark, trade dress, service mark, service name, title or slogan, or any publicity rights violations, cybersquatting violations, moral rights violations, or any act of passing-off. However, this exclusion does not apply to any otherwise covered <b>claim</b> : <ol style="list-style-type: none"> <li>a. arising directly due to a <b>breach</b> by a third party;</li> <li>b. arising directly due to a <b>security failure</b>; or</li> <li>c. under <b>What is covered, B. Claims and investigations against you</b>, 5. Online liability.</li> </ol>                    |
| Hack by director or partner            | 6. any individual <b>hacker</b> within the definition of <b>you</b> .  |
| Destruction of tangible property       | 7. any loss, theft, damage, destruction or loss of use of any <b>property</b> . However, this does not apply to any: <ol style="list-style-type: none"> <li>a. <b>breach</b>, which is itself caused by the loss or theft of data; or</li> <li>b. damage covered under <b>What is covered, D. Property damage</b>.</li> </ol>  |
| Bodily injury                          | 8. any death or bodily injury or disease suffered or alleged to be suffered by anyone. However, this exclusion does not apply to any part of a <b>claim</b> seeking damages for mental anguish or distress where such damages solely stem from a covered <b>claim</b> for defamation or breach of privacy.   |
| System degradation or performance      | 9. any: <ol style="list-style-type: none"> <li>a. degradation, deterioration or reduction in performance of a <b>computer system</b> caused gradually or as a result of the recommended use or <b>your</b> ordinary use of the system; or</li> <li>b. loss of, reduction in or loss of use of bandwidth, unless caused by an identifiable malicious act;</li> </ol> <p>including where caused by increased use of the <b>computer system</b> or by steps taken by <b>you</b> to upgrade the system. However, this exclusion does not apply to any covered <b>loss</b> under <b>What is covered, A. Your own losses</b>, Operational error.</p>   |
| Outdated systems                       | 10. the use by you of any software or systems that are unsupported by the developer.   |
| Seizure and confiscation               | 11. any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority, or any order by such authority to take down, deactivate or block access to <b>your computer system</b> .   |
| Damage to property caused by terrorism | 12. damage to <b>property</b> caused by <b>terrorism</b> . This exclusion only applies to the cover under <b>What is covered, D. Property damage</b> .   |
| War                                    | 13. <b>war</b> .   |
| Cyber operation                        | 14. any <b>cyber operation</b> ; <ol style="list-style-type: none"> <li>a. If any <b>relevant state</b> attributes a <b>cyber operation</b> to another <b>state</b>, or asserts that a <b>cyber operation</b> has been carried out:           <ol style="list-style-type: none"> <li>i. in support of; or</li> <li>ii. on behalf of</li> </ol> <p>a <b>state</b>, then for the purposes of this exclusion, a <b>cyber operation</b> shall be deemed to have taken place, and this exclusion will apply. A <b>cyber operation</b> shall still be deemed to have taken place and this exclusion shall still apply if any <b>state</b>, including a <b>relevant state</b>, contradicts or denies the attribution or assertion; or</p> </li> </ol> |

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

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

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| Nuclear risks                              | 15. <b>nuclear risks.</b>   |
| Insolvency                                 | 16. <b>your</b> insolvency or the insolvency of <b>your</b> suppliers, sub-contractors and outsourcers.   |
| Pre-existing problems                      | 17. anything likely to lead to a <b>claim, loss</b> or other liability under this section, which <b>you</b> knew or ought reasonably to have known about before <b>we</b> agreed to insure <b>you</b> .   |
| Dishonest and criminal acts                | <p>18. any:</p> <ul style="list-style-type: none"> <li>a. fraudulent, dishonest, malicious or criminal conduct intended to cause harm to another person or business, or any knowing or wilful violation of a law, whether committed by <b>you</b> or committed by another whose conduct or violation of the law <b>you</b> have ratified or actively condoned; or</li> <li>b. act <b>you</b> knew, or reasonably ought to have known at the time <b>you</b> performed it, would give rise to a <b>claim, loss</b> or any other liability under this section. This includes any statement <b>you</b> knew, or ought reasonably to have known, was defamatory at the time of publication.</li> </ul> <p>However, this exclusion will not apply unless:</p> <ul style="list-style-type: none"> <li>i. such conduct, violation of the law or act has been established by a final adjudication in any judicial, administrative, or alternative dispute resolution proceeding;</li> <li>ii. such conduct, violation of the law or act has been established by <b>your</b> admission in a proceeding or otherwise; or</li> <li>iii. <b>you</b> or <b>we</b> discover evidence of such conduct, violation of the law or act;</li> </ul> <p>at which time <b>you</b> shall reimburse <b>us</b> for all payments made by <b>us</b> in connection with such conduct, violation of the law or act and all of <b>our</b> duties in respect of that <b>claim, loss</b> or other liability under this section shall cease.</p> |
| Reckless conduct                           | <p>19. any conduct committed by <b>you</b> in reckless disregard of <b>your</b> or another person's or business' rights or <b>your business</b> interests.</p> <p>This exclusion does not apply to a covered <b>claim</b> for defamation. However, <b>we</b> will not in any event make any payment for any <b>claim</b> for defamation arising from any statement <b>you</b> knew, or ought reasonably to have known:</p> <ul style="list-style-type: none"> <li>a. was defamatory at the time of publication; and <ul style="list-style-type: none"> <li>i. was untrue; or</li> <li>ii. could not reasonably be proved by <b>you</b> to be true.</li> </ul> </li> </ul>   |
| Personal social media                      | 20. any post from a social media account that does not belong to <b>your business</b> .   |
| Fraudulent use of your electronic identity | <p>21. the fraudulent or dishonest use of the electronic identity of <b>your business</b>. However, this exclusion does not apply to:</p> <ul style="list-style-type: none"> <li>a. any covered <b>claim</b> or <b>loss</b> under <b>What is covered, C. Financial crime and fraud</b>; or</li> <li>b. any <b>claim</b> under <b>What is covered, B. Claims and investigations against you</b> arising as a direct result of a <b>hacker</b>.</li> </ul>  |
| Natural perils                             | 22. earthquake, volcanic eruption, tsunami, fire, flood, storm, lightning, <b>space perils</b> , switching of the earth's magnetic poles, frost, explosion or extremes of weather or temperature. However, this exclusion does not apply to any <b>claim, loss</b> or any other liability arising directly from a <b>breach</b> , which is itself caused by such natural peril.   |



Product Recall	23. the costs of recalling, removing, repairing, reconditioning or replacing any product or any of its parts.
Stocks, share, securities	24. any liability or breach of any duty or obligation owed by <b>you</b> regarding the sale or purchase of any stocks, shares, or other securities, or the misuse of any information relating to them, including breach or alleged breach of any related legislation or regulation.
Cryptocurrency	25. any loss, theft, damage, destruction or loss of use of any cryptocurrency.
Claims brought by a related party	<p>B. <b>We</b> will not make any payment for:</p> <p>1. any <b>claim</b> brought by any person or entity within the definition of <b>you</b> or any party with a financial, executive or managerial interest in <b>you</b>, including any parent company or any party in which <b>you</b> have a financial, executive or managerial interest.</p> <p>However, this exclusion does not apply to a <b>claim</b> based on a liability to an independent third-party directly arising out of <b>your business</b>.</p>
Online liability claims by employees	2. any <b>claim</b> under <b>What is covered, B. Claims and investigations against you</b> , 5. Online liability made by any person or entity that <b>you</b> currently employ or engage, or formerly employed or engaged, including but not limited to <b>employees</b> , sub-contractors and outsourcers.
Fines, penalties and sanctions	<p>3. criminal, civil or regulatory sanctions, fines, penalties, disgorgement of profits, punitive damages, exemplary damages, treble damages or multiple damages which <b>you</b> are legally obliged to pay, including but not limited to those imposed by any national or local governmental body or any licensing organisation.</p> <p>However, this exclusion does not apply to:</p> <p>a. <b>PCI charges</b>; or</p> <p>b. <b>regulatory awards</b>.</p>
Claims outside the applicable courts	<p>4. any <b>claim, privacy investigation</b> or investigation brought or commenced outside the <b>applicable courts</b>.</p> <p>This applies to proceedings in the <b>applicable courts</b> to enforce, or which are based on, a judgment or award from outside the <b>applicable courts</b>.</p>
Non-specific investigations	5. any <b>privacy investigation</b> or investigation arising from any routine regulatory supervision, inquiry or compliance review, any internal investigation or any investigation into the activities of <b>your</b> industry which is not solely related to any actual or alleged breach, violation or infringement of any right to privacy, consumer data protection law, or other legal protection for <b>personal data</b> by <b>you</b> .

## How much we will pay

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

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

## Excess

**You** must:

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

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



72-hour excess waiver

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

Overheads and business expenses

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

Damage to your insured equipment

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

Business interruption for consumers

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

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

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

Business interruption for non-consumers

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

Repeat event mitigation	<p>The most <b>we</b> will pay under <b>What is covered, E. Additional covers</b>, Repeat event mitigation is 10% of the amount of the corresponding <b>claim, loss</b> or liability, or the amount shown on the schedule, whichever is lower.</p> <p>For the costs of upgrading software covered under <b>What is covered, E. Additional covers</b>, Repeat event mitigation, where any such upgrade requires the purchase of a software license, the most <b>we</b> will pay is the cost of a license for 12 months.</p> <p>Any amount <b>we</b> pay under <b>What is covered, E. Additional covers</b>, Repeat event mitigation, is included within and not in addition to the corresponding limit of indemnity for the event that gave rise to the payment of such mitigation costs.</p>
Directors' personal cover	<p>Any amount <b>we</b> pay under <b>What is covered, E. Additional covers</b>, Directors' personal cover, is included within and not in addition to the overall limit of indemnity for the section within <b>What is covered</b> under which the claim or loss would have been covered if it were brought against, or suffered by, <b>you</b>.</p>
Court attendance compensation	<p>Any amount <b>we</b> pay under <b>What is covered, E. Additional covers</b>, Court attendance compensation, is included within and not in addition to the corresponding limit of indemnity for the event that gave rise to the payment of such compensation.</p>

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## Control of defence

Defence arrangements	<p><b>We</b> have the right, but not the obligation, to take control of and conduct in <b>your</b> name, the investigation, settlement or defence of any <b>claim, privacy investigation</b>, investigation or <b>loss</b>.</p> <p>Proceedings will only be defended if there is a reasonable prospect of success and taking into account the commercial considerations of the costs of defence. <b>We</b> may request that an opinion be obtained from a mutually agreed senior counsel as to the prospects of <b>you</b> successfully defending a claim or part of a claim. Such opinion shall be binding on <b>you</b> and <b>us</b>. The costs of obtaining such opinion shall be met by <b>us</b>.</p> <p><b>We</b> will not pay any costs or expenses for any part of any <b>claim, loss</b> or any other liability not covered by this section.</p>
Paying out the limit of indemnity	<p>At any stage of a <b>claim, loss</b> or other liability under this section, <b>we</b> can pay <b>you</b> the applicable limit of indemnity or what remains after any earlier payment from that limit. <b>We</b> will pay covered costs and expenses already incurred at the date of <b>our</b> payment. <b>We</b> will then have no further liability for that <b>claim, loss</b> or liability, including any costs or expenses.</p>
Payment of excess	<p><b>Our</b> duty to make any payment under this section arises only after the applicable <b>excess</b> is fully paid. The <b>excess</b> will only be eroded by the covered parts of a claim.</p>

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## Your obligations

If a problem arises	<p><b>We</b> will not make any payment under this section:</p> <ol style="list-style-type: none"> <li>1. unless <b>you</b> notify <b>us</b> promptly within the <b>period of insurance</b>, or at the latest within 14 days after it expires for any problem <b>you</b> first become aware of in the seven days before expiry, of <b>your</b> first awareness of:             <ol style="list-style-type: none"> <li>a. any <b>claim, loss</b> or other liability under this section; or</li> <li>b. anything which is likely to give rise to a <b>claim, loss</b> or other liability under this section.</li> </ol> <p>If <b>we</b> accept <b>your</b> notification <b>we</b> will regard such <b>claim, loss</b> or other liability as notified to this insurance.</p> </li> <li>2. if, when dealing with any client or a third party, <b>you</b> admit that <b>you</b> are liable for what has happened or make any offer, deal or payment, unless <b>you</b> have <b>our</b> prior written agreement. <b>You</b> must also not reveal the amount of cover available under this insurance unless <b>you</b> had to give these details in negotiating a contract with <b>your</b> client or have <b>our</b> prior written agreement.</li> </ol>
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Cyber extortion	<p><b>We</b> will not make any payment under <b>What is covered, A. Your own losses</b>, b. Cyber ransom losses unless:</p> <ol style="list-style-type: none"> <li>a. <b>we</b> have given <b>our</b> prior written agreement for any fees, costs or amounts incurred by <b>you</b>;</li> <li>b. the ransom was paid, or the goods or services were surrendered, under duress;</li> <li>c. before agreeing to the payment of the ransom or the surrender of goods or services, <b>you</b> made all reasonable efforts to determine that the <b>illegal threat</b> was genuine and not a hoax;</li> <li>d. an individual within the definition of <b>you</b> agreed to the payment of the ransom or the surrender of the goods or services;</li> <li>e. <b>you</b> inform, or allow <b>us</b> to inform, the appropriate law enforcement authorities where any <b>illegal threat</b> was made; and</li> <li>f. <b>you</b> keep <b>us</b> fully informed of all developments concerning any <b>illegal threat</b> or ransom demand.</li> </ol>
Cyber attack losses	<p>If <b>you</b> suffer a <b>loss</b> under <b>What is covered, A. Your own losses</b>, c. Cyber attack losses, <b>you</b> must take all reasonable steps to negotiate with the supplier of any services to reduce or waive any charges relating to services that were not legitimately incurred for the purposes of <b>your business</b>. If <b>you</b> do not, <b>we</b> may reduce any payment <b>we</b> make under this section by an amount equal to the detriment <b>we</b> have suffered as a result.</p>
Client social engineering	<p>If <b>you</b> suffer a <b>loss</b> under <b>C. Financial crime and fraud</b>, 4. Client social engineering loss, <b>you</b> must give <b>us</b> all assistance <b>we</b> reasonably require to pursue a recovery against <b>your</b> client, in <b>your</b> name but at <b>our</b> expense.</p>
Your technical obligations	<p><b>We</b> will not make any payment under this section unless you comply with the following:</p>
Patching	<ol style="list-style-type: none"> <li>a. If a manufacturer of an application, firmware, software or hardware solution that forms part of <b>your computer systems</b> issues a patch <b>you</b> must deploy the patch on all impacted <b>computer systems</b> within 30 days of the patch being released;</li> </ol>
Multifactor authentication	<ol style="list-style-type: none"> <li>b. <b>You</b> have two-factor authentication enforced to control remote access to all of your systems including but not limited to remote desktop, cloud platforms, webmail and other web-based logins</li> </ol>
Backups	<ol style="list-style-type: none"> <li>c. <b>You</b> must backup all <b>your</b> critical data and critical systems that <b>you</b> need to run <b>your</b> business on at least a weekly basis. This must take the form of at least:             <ol style="list-style-type: none"> <li>i. one offline physical backup kept disconnected from your system at any one given point of time; or</li> <li>ii. one of the following online cloud based backup solutions (i) Microsoft OneDrive, (ii) Google Drive, (iii) iCloud, (iv) AWS Infrequent Access/Glacier, (v) Azure Recovery Services Vault or (vi) an equivalent provider that is ISO27001 certified</li> </ol> </li> </ol>
Outsourcing	<ol style="list-style-type: none"> <li>d. For Dependent business interruption, <b>you</b> must ensure that all <b>Information technology services providers</b> that provide you services are ISO 27001 certified or at least Tier 3 or higher certified.</li> </ol>
Controls, procedures and security	<ol style="list-style-type: none"> <li>e. <b>You</b> must ensure that the standard of controls, procedures and security relating to <b>computer systems</b> and <b>data assets</b> presented to <b>us</b> for this <b>policy</b> also apply to at least the same level for all <b>subsidiaries</b> for which cover is provided under this <b>policy</b>. In the event that <b>you</b> acquire a new <b>subsidiary</b> during the <b>period of insurance</b> <b>you</b> must ensure that such standards apply to at least the same level within 45 days of the date of acquisition. <b>We</b> reserve the right to remove cover for this entity if the <b>insured</b> fails to ensure such standards apply within 45 days of the date of acquisition.</li> </ol>