

Cyber Insurance

Computer, data and cyber-risks insurance

SUMMARY OF COVER

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Cyber summary of cover

Introduction

Our Cyber policy has been designed to meet the demands and needs of organisations wishing to insure against cyber related incidents.

This document summarises the main covers, features and exclusions of the Cyber policy. For full details of all policy benefits and terms you should read the policy document and your schedule. A policy document is available by contacting us or your broker.

Cyber – at a glance

Our Cyber insurance policy includes the following sections as standard:

Cyber crime

Cyber liability

Data-breach expense

In addition, you may also add the following optional sections:

Hardware

Data corruption and extra cost

Cyber event – loss of business income

Things for you to think about

You must consider whether any of the optional sections are required.

If any of the cover limits within this document do not meet your needs please contact us or your broker.

Please note we will not pay for any claim, cost or loss caused by or resulting from circumstances which existed before any cover provided by your policy started and which you knew about.

Please note you must comply with the following conditions in order for cover to apply:

- You must notify us of any incident or circumstance that may result in a claim as soon as possible.
- Your data must be backed up at least every 7 days.
- Your systems must be protected by a virus-protection software which is licensed to you, paid for and updated at least every 7 days. Your systems must also be protected by a maintained firewall on all external gateways to the internet.

Important information

This policy is underwritten by

Ecclesiastical Insurance Office plc.

Duration of your policy

Generally 12 months from the start date shown on your policy schedule.

Renewal of your policy

We will send you notice that your policy is approaching renewal before it is due. Your requirements may change over time, therefore please contact us or your broker if you wish to discuss your needs or any additional insurance requirements.

How do you pay?

You can either pay for your policy in full or by instalments. If you pay by instalments you must make regular payments as detailed in your credit agreement.

Where are you covered?

- Your hardware whilst at your premises and whilst temporarily removed to any location anywhere in the world.
- Liability – for claims arising from your organisation and activities conducted from your premises in England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Excess

Most cover sections will carry an 'excess' being the first amount of any claim or event, that you are responsible for.

The amount(s) will be stated in your quotation or renewal documentation or in the schedule, together with information as to whether the amount will be applied per claim or per event.

Cyber attack limit

The amount we pay may be limited by the 'Cyber attack limit' if the occurrence is the result of a cyber attack. Cyber attack is a computer virus, hacking or denial of service attack which is not just targeted at you and your computer system. The 'Cyber attack limit' is £250,000 and is the most we will pay in total for the period of insurance, regardless of the number of occurrences, claims or claimants, for all claims, costs or losses that are the result of cyber attack. The 'Cyber attack limit' is shown in the schedule and will be reduced by any amount we have already paid for claims, costs or losses arising from cyber attack in the period of insurance.

Cancellation rights

We have the right to cancel your policy by sending seven days' notice and shall refund to you the proportionate premium for the unexpired cover, this is shown in the policy document under the General conditions – Cancellation.

This policy does not entitle you to a cooling-off period.

Hardware

What is covered

Cover against loss, damage, destruction, breakdown or corruption to your computer hardware and software at the insured location.

Computer hardware includes computers and associated equipment, telecommunications equipment, portable equipment (e.g. laptops and tablets) and electronic office equipment (e.g. photocopiers and projection equipment).

How much you will be insured for

Computer hardware will be covered up to the sum insured provided by you.

How we settle claims

We may repair, replace or pay out money for damage to your hardware.

We will pay to repair or replace (as new) with hardware of the same capacity or performance. If hardware of the same capacity or performance is no longer available we will pay to repair or replace with the nearest higher equivalent.

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

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

Key extensions

This section is extended to include (for the standard limit specified or otherwise the sum insured):

- An automatic increase to the sum insured to include newly acquired hardware which you have accidentally failed to tell us about - £500,000 any one claim.
- If we have agreed to pay for damage to hardware, we will pay extra hire or lease costs - £25,000 any one claim.
- If we have agreed to pay for damage to hardware, we will pay extra costs to modify your computer system if replacement parts or software are incompatible with it - £100,000 any one claim.
- The cost of investigating and recovering lost or stolen hardware which contains data that may result in you being prosecuted, your reputation being damaged or you suffering a financial loss as a result of loss or publication of that data - £10,000 any one claim.
- Damage to hardware while it is temporarily removed to, or being transported to, any other location anywhere in the world - £100,000 any one claim.

What is not covered

Please refer to Section 1 Hardware and General exclusions within the policy document for full details.

- Wear and tear or gradual reduction in performance.
- The cost of repair or restoration covered by any manufacturer's or supplier's guarantee or warranty or any maintenance contract.
- Unexplained loss or inventory shortages.

Things for you to think about

If your sums insured are insufficient to meet your needs please contact us or your broker.

Data corruption and extra cost

What is covered

Restoration of your computer systems and data, and that of a service provider, following a cyber event, damage to hardware or prevention of access to your computer system.

Cover also includes the extra costs to prevent or reduce the disruption to the functions of your computer system.

How much will you be insured for

You will be covered up to the sum insured chosen by you. A range of limits are available.

What is not covered

Please refer to Section 2 Data corruption and extra cost within the policy document for full details.

- Any cost or loss caused by or resulting from an external network failure, unless caused by or resulting from physical damage to the network or other property.

Things for you to think about

If your sums insured are insufficient to meet your needs please contact us or your broker.

Cyber crime

What is covered

Financial loss resulting from fraudulent input or change of data in your computer system or that of your service provider leading to money being debited from your accounts, credit being established in your name or costs being added to your telephone bill.

Cover also includes specialist support and, if we agree in writing, the payment of a ransom demand to help you if you are the victim of cyber extortion such as a threat of damage to your computer system by virus or hacking or disclosing your data.

How much will you be insured for

You will be covered up to the sum insured chosen by you. A range of limits are available.

What is not covered

Please see Section 3 Cyber crime within the policy document for full details.

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

Things for you to think about

If your sum insured is insufficient to meet your needs please contact us or your broker.

Cyber liability

What is covered

Damages and defence costs arising from a claim first made against you during the period of insurance and during the course of your business as a result of:

- (a) you or your service provider failing to secure data;
- (b) you unintentionally transmitting a virus;
- (c) the content of your website, emails or anything else distributed by your computer system damaging the reputation of others or infringing intellectual property rights.

How much will you be insured for

You will be covered up to the sum insured chosen by you. A range of limits are available.

Key extensions

This section is extended to include (for the standard limit specified or otherwise the sum insured):

- Cover for fines, penalties, liquidated damages and defence costs which you become legally liable to pay as a result of you not keeping to your data privacy obligations (excluding fines and penalties which you cannot insure against by law) - £25,000 any one claim.

What is not covered

Please see Section 4 Cyber liability within the policy document for full details.

- Any claim brought against you by another person named as insured in the schedule, any of your parent or subsidiary companies or any company which you are a director, officer, parent or employee of and have a financial interest in.
- Defamatory or disparaging statements or publications made deliberately or recklessly, if a reasonable person could anticipate that the statements could result in a claim against you.
- You failing to keep to any obligation you have to your employees or directors and officers, unless this is specifically insured by your policy after your data privacy obligations have not been met.
- Goods, products or software you have sold, supplied, manufactured, constructed, installed, maintained, repaired, altered or treated or any inadequate or incorrect advice or services you have provided.

What are your obligations?

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

Things for you to think about

If your sum insured is insufficient to meet your needs please contact us or your broker.

Data-breach expense

What is covered

If you discover, during the period of insurance, that you have failed to keep to the data privacy obligations of your business we will pay for the cost of:

- (a) investigating, notifying and keeping customers informed;
- (b) legal advice;
- (c) public relations and crisis management expertise;
- (d) identity theft assistance for your customers or others who have or may be affected.

How much will you be insured for

You will be covered up to the sum insured chosen by you. A range of limits are available.

Key extensions

This section is extended to include (for the standard limit specified or otherwise the sum insured):

- The cost of a professional consultant to carry out an audit of your computer system to assess for security weaknesses and advise you on how to make improvements - £10,000 any one claim.

What are your obligations?

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

Things for you to think about

If your sums insured are insufficient to meet your needs please contact us or your broker.

Cyber event – loss of business income

If you require this cover you must also take cover under Section 2 Data corruption and extra costs

What is covered

Loss of income during the indemnity period following a cyber event or prevention of access.

Prevention of access means preventing access to or use of your computer systems as a result of a public or police authority using its powers to protect property following physical damage caused by fire, lightning, explosion or aircraft and other aerial devices to property within a mile of your premises.

How much will you be insured for

You will be covered up to the sum insured chosen by you. A range of limits are available.

What is not covered

Please see Section 6 Cyber event – loss of business income within the policy document for full details.

- Failure or interruption of or damage to any electrical power supply network or telecommunications network not owned and operated by you.
- Loss of business income or any other cost arising during the time excess (the time period shown in the schedule for which we will not pay any loss of business income for).

Things for you to think about

If your sums insured are insufficient to meet your needs please contact us or your broker.

Extra cover applying to all sections

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

- **Avoiding corruption** – we will pay the cost of locating and removing a computer virus from your computer system and the cost of hiring professional consultants to make recommendations on how to prevent your computer system from being infected by computer virus or to prevent hacking.
- **Investigation cost** – if we accept a claim for damage or other loss we will pay the cost of investigating possible repair, replacement or restoration.
- **Loss prevention measures** – we will pay the cost of preventing or minimising actual or expected damage or other loss covered by the policy.
- **Temporary and fast-tracked repair** – if we accept a claim for damage or other loss we will pay the cost of making temporary repairs and fast-tracking a permanent repair, replacement or restoration.

General information

Claims service

For claims call 0345 603 8381.

New claims can be reported 24 hours a day, 7 days a week.

For enquiries about existing claims, the services are available from Monday to Friday 8am to 6pm.

Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

Ecclesiastical Insurance Office plc
Benefact House,
2000 Pioneer Avenue,
Gloucester Business Park,
Brockworth, Gloucester,
GL3 4AW, United Kingdom

Tel: 0345 777 3322

Fax: 0345 604 4486

Email: complaints@ecclesiastical.com

Our promise to you

We will aim to resolve your complaint within one business day. For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially within Ecclesiastical
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: 0800 0 234 567

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

This complaints handling procedure does not affect your right to take legal proceedings.

The Financial Services Compensation Scheme

We are covered by The Financial Services Compensation Scheme (FSCS).

What this means for you

If we are unable to meet our obligations to you, the FSCS may be able to provide you with compensation. Limits apply depending on the product you have bought.

For further information on the scheme and the limits that apply, you can visit the website at www.fscs.org.uk or by contacting the FSCS directly on **0207 741 4100** or **0800 678 1100**.

Law applying

Unless agreed otherwise, the law which applies to this contract is the law of England and Wales unless your central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

Notes

This contract is underwritten by:
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.
Our permitted business is general insurance.

**You can check this on the
FCA's register by visiting the
FCA's website**

www.fca.org.uk/register

**or by contacting the FCA on
0800 111 6768**

If you would like this booklet in large print, braille or in audio format please call us on **0345 777 3322**.

You can also tell us if you would like to always receive literature in another format.

